

MAINE STATE LEGISLATURE

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PUBLIC DOCUMENTS OF MAINE

1910

BEING THE

ANNUAL REPORTS

OF THE VARIOUS

DEPARTMENTS AND INSTITUTIONS

For the Year 1909.

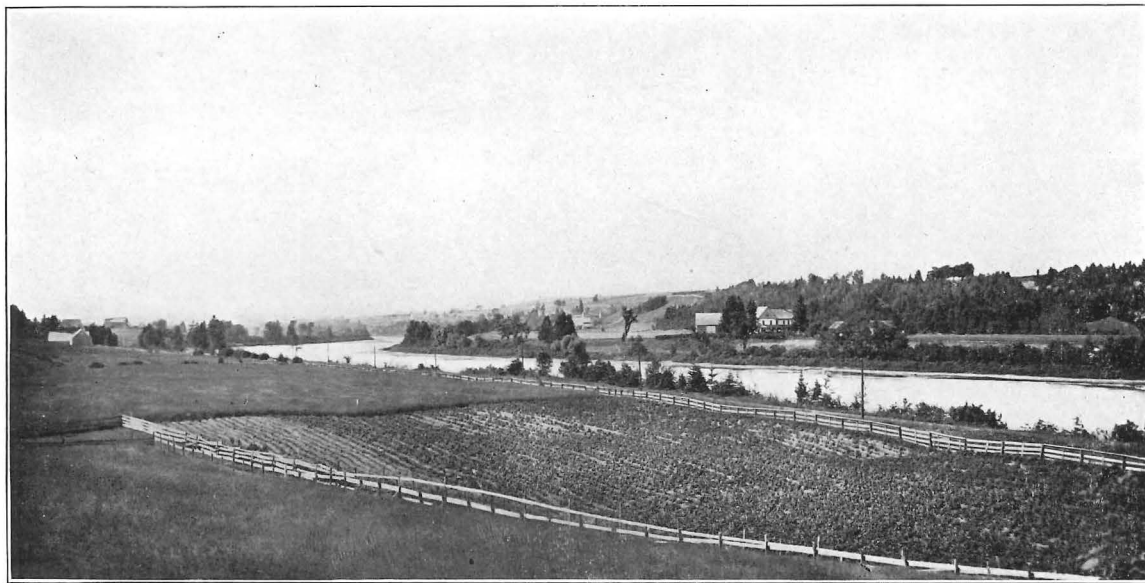
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VOLUME III.

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AUGUSTA
KENNEBEC JOURNAL PRINT
1910



Aroostook River, showing part of Len. Kinney's \$30,000 farm, Fort Fairfield, Aroostook county, Maine.

TWENTY-THIRD ANNUAL REPORT

OF THE

BUREAU

OF

Industrial and Labor Statistics

FOR THE

STATE OF MAINE

1909.

WATERVILLE

SENTINEL PUBLISHING COMPANY

1909

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STATE OF MAINE.

OFFICE OF COMMISSIONER OF
INDUSTRIAL AND LABOR STATISTICS,
AUGUSTA, December 31, 1909.

To His Excellency, Bert M. Fernald, Governor of Maine:

SIR:—I have the honor to present the report of the Bureau of Industrial and Labor Statistics for 1909.

Very respectfully,

THOMAS J. LYONS,
Commissioner.

INTRODUCTION.

The twenty-third annual report of the Bureau of Industrial and Labor Statistics, in addition to the regular work of the department, contains several new features as provided by the laws of 1909.

The report of Miss Eva L. Shorey, on the industrial conditions surrounding women wage workers, is a continuation of the work performed by her during the past two years. It will be gratifying to the friends of our women wage earners to know that the former investigations made by Miss Shorey for this department have led to improved and necessary sanitary conditions in several instances. There is, however, a crying necessity for better working conditions and more equitable wages for this class of our industrial workers.

An interesting chapter gives in detail the principal facts in connection with the administration, duties and expenditures of the thirty-four state labor bureaus that are in operation at the present time. This is the first time that a compilation of this kind has been given to the public from any source, and it will reveal an economic condition of affairs far beyond the realization of the average reader.

In 1907 the department made quite an extensive investigation of the "opportunities for new industries," returns being received from 371 of the 521 cities, towns and plantations in the State. This investigation proved to be very interesting and of much value, so much so that it was deemed advisable to complete the work, which has been done the present year, returns having been received from practically all of the 150 places not heard from in 1907.

The necessary time and space has been given to the preparation of a directory of the labor organizations of the State, showing conditions of trade, wages, hours of labor, numbers, etc.

There have been several new unions formed during the year, and a decided increase in membership has been made in the textile unions. The activity displayed by the lobster fishermen during 1907 and 1908 in the matter of organization has not been in evidence during 1909, as several locals have failed to make any report. This accounts somewhat for the falling off in the total number of unions reported, but it should not convey the idea that there is a decrease in the number of organized workmen. Several local unions of the paper making industry have, for reasons best known to themselves, withheld their report for this year but, without doubt, they will be found included in our directory for 1910.

The investigation covering industrial accidents brings to light a condition of affairs that, in many instances, should receive the consideration of the legislature. There is too small a price placed upon the value of human lives in industrial occupations and laws should be passed that will, so far as it is possible, provide protection to life and limb of those who are obliged to accept employment under conditions as they exist, or go without it.

Information regarding the deposits of the valuable and useful minerals in the State has been collected, but the gathering of samples and specimens has been deferred until such time as the department has room to arrange them, so that they will form an exhibit of the mineral deposits and resources of the State as required by the law passed in 1909.

Another duty required of the bureau provides that the commissioner shall collect, arrange, illustrate, publish and distribute in this and other states, authentic information in regard to the resources and attractions of Maine, showing the advantages the State has to offer to manufacturers, capitalists, summer residents, tourists, farmers, and those seeking employment as farm laborers. The small appropriation available for carrying out the provisions of this law does not permit of its being done in an efficient and satisfactory manner. Notwithstanding this, a beginning has been made that we feel will lead to a more full and complete method of publicity and bring results that will be both beneficial and lasting.

Viewed from the standpoint of the department, the most pressing need of the State is for farmers, people who will

become permanent residents, and sufficiently industrious and intelligent to take advantage of the opportunities the State has to offer to engage in this branch of industry. Any method that will tend to induce this class of people to come among us should receive not only the consideration of the labor department but of every other state department as well. What has been done in the way of advertising and publicity has been along this line, and it is very gratifying and encouraging to note that our investigation reveals the fact that there is an increased movement toward Maine of people from other states, who have come to a realization of the fact that Maine offers advantages to farmers and manufacturing interests not exceeded by any other state.

A resolve of the legislature of 1909 directed the bureau to collect statistics showing the value and extent of all property in the State owned by people residing outside of the State and used exclusively for summer residential purposes. The investigation extended to every city, town and plantation in the State, and the report shows in detail the facts as they exist. No appropriation was made for carrying on this work and it had to be done altogether by means of blanks sent to the several assessors. The filling out of these blanks required considerable work, especially in the cities and towns where large numbers of cottages are located, and the commissioner takes this opportunity to return his sincere thanks for the uniform courtesy and assistance rendered by the assessors of the different municipalities, without which the investigation could not have been completed.

The most extensive investigation carried on by the bureau during the year is the taking of a census of the manufacturing industries of the State. Owing to the fact that at the commencement of 1910 the United States Census department is to take a complete census of the manufacturing industries of the State, and in order not to interfere with this work, this department has confined its investigations to a compilation of a list of the manufacturers, giving name, kinds of goods manufactured and the average number employed annually, classified as to sex. This work, when completed, will be of great value and will supply a need that has always existed, as no such investigation has ever before been made. The census to be

taken by the government will give a general idea of the extent of our principal industries and the numbers employed in each particular industry taken as a whole; while the canvas made by the labor department will show the industries of each individual town. Every industry, no matter how small, will be given a place in the tabulation and, as the canvas is made by special agents who make a personal visit to each town, the best of results are obtained. This investigation will be completed the coming year and will constitute a part of the report of the department for 1910.

In the latter part of this report will be found a number of decisions handed down by the law court, relating to suits for damages for injuries received by individuals while engaged in some industrial pursuit. The purpose of this is to show the reasons (under the law) given by the law court for the rejection of many verdicts rendered by the lower courts, generally in favor of the injured one. The legislature of 1909 passed an employers' liability law which is intended to relieve the employe from the "fellow servant" rule and other principles which existed under the common law, and which very often prevented a favorable decision being given, and it will be interesting to note what effect this new law will have upon decisions that will be given under its provisions. It would be time profitably expended if workingmen would carefully study and analyze these decisions, as it might save them the expense of a suit instituted upon poor legal advice and where the chances for recovery would depend in a large measure upon a verdict that would not stand a review of the law court.

The matter of strikes, lockouts, etc., is taken up in detail, each case receiving consideration in accordance with the facts.

The location and number of factories, mills and shops enlarged, completed or in process of erection during 1909, together with the cost of same and the probable number of hands they will employ, is given in detail, also in totals compared with the same items collected for the previous eighteen years.

In addition to these matters some valuable information has been collected that will be used during 1910 in advertising the resources and attractions of the State.

INDUSTRIAL CONDITIONS SURROUNDING WOMEN WAGE WORKERS IN WESTBROOK.

INTRODUCTORY.

In 1907, our special agent, Miss Eva L. Shorey of Bridgton, made an investigation of the industrial conditions surrounding the women and children wage workers in the sardine industry in Washington county, also in the various occupations in the city of Portland; in 1908 she did a similar work among the cotton mill operatives in Androscoggin and York counties, and the present season the work has been continued in Westbrook among the women wage workers of that city.

MISS SHOREY'S REPORT.

The industries in Westbrook where women find employment consist of the manufacture of paper, cotton warps and grain bags, silk goods, paper boxes, and hammocks. There are usually employed in these mills about 1,700 hands, approximately 1,100 being men and 600 women and children, but the number of children between 14 and 16 years of age is not large. Of course the number varies but at the time the special agent visited the place the numbers working were about as follows:

In the paper mill, 897 men and 128 women; warp and bag mill, 122 men, 290 women and 28 children; silk mill, 61 men, 88 women and 6 children; paper box factory, 4 men and 36 women; and in the hammock factory, 6 men and 12 women, in all, 1,078 men, 554 women and 34 children, a total of 1,678.

S. D. WARREN AND COMPANY.

This company, which manufactures a high grade of magazine and book paper, employs about 1,025 men and women in its mill at Westbrook, and 14 in the office force. Of this number,

118 women are employed in the manufacturing department and 10 in the business offices. Of those in the manufacturing department, ninety-six are Americans; 9, Irish; 8, Danish, and 5, French-Canadians.

There are few manufacturing concerns in Maine where the working hours have been so reduced for women as those observed by this company, viz: 53 hours a week, or 9 hours for 5 days, and 8 hours on Saturdays; from 7 A. M. to 5 P. M., with an hour at noon, and until 4 o'clock on Saturdays. During the summer season there is evening work for 3 hours on Fridays, thus enabling the women's department to close at 12 noon on Saturdays. The manufactory is in operation day and night, with the exception that part of the works closes on Sunday, the men employed working alternately eight hour shifts. Formerly the women worked eleven hours, from 12 noon until 12 at night, but that was many years ago.

Wages.

In some departments women are paid 93 1-3 cents a day; in others the same amount and all over they can make. Wages thus vary on account of conditions of paper, etc., and expertness. They range from \$5.60 to \$8.50, the greater number averaging about \$6.65; while in the offices the women employes receive from \$8.30 to \$11.25 a week.

Work of the Women.

This is performed in four rooms. Eight women are employed in sorting rags used in the manufacture of paper; 32 in tending machines which cut the paper into sheets; 62 in sorting, and in some cases the sorters also count with the aid of machines; and 6 in the finishing department. Ten women are in the offices, as book keepers, stenographers, clerks, and at the telephone exchange which connects all parts of the works.

Rags Sorted.

In the room where rags are sorted, 8 women are now employed. Formerly there were 78 in this department. Through the generosity of Miss Cornelia Warren, these workers are provided with caps and long, thin coats to protect

their clothing while at work, although the rags are cleansed before being brought to them. These women stand before a table where the rags are placed and remove anything which would clog the machinery, a large knife being fastened at the side of the working table for this purpose. They also sort the rags for different grades of paper.

Tending Cutting Machines, Sorting and Counting.

Those who tend the cutting machines keep the sheets of paper in proper position with long rulers. They sit or stand as they wish. The sorters and counters sit at large tables where they inspect the paper. Those who count, also inspect, and as they put the paper on a pile, strike a machine which registers the number of sheets. This work necessitates constant motion of the hands and arms and the careful scrutiny of each sheet of paper, which is trying to the eyes.

Finishing.

The women in the finishing room count the paper which is piled on trucks. They have attained a remarkable degree of efficiency and count very rapidly, holding the edges of the sheets in a fan-shaped manner, which their fingers slide down as if they were playing the scale on a piano. Sometimes they sit and sometimes stand, but when the paper is at a certain height, they are obliged to bend over in a way which is very tiresome to the back. Formerly the paper was placed on tables when finally counted, but since partial piece-work payment was adopted, it was decided that more paper could be counted when placed on trucks. "We don't like it as well," said one, "but we can earn more."

General Conditions as to Work.

There is no lifting about the work, that being done by men. Occasionally there are times when it is necessary to wait for a new supply of paper and the women then get a short period of rest. Some years ago, extra girls were employed in the different rooms in order to give each woman twenty minutes rest in the forenoon and also in the afternoon, which was a great help, as the work becomes monotonous. This practice has been dis-

continued, however. Formerly the girls in the cutting department cleaned their machines. This is now done by men.

The women are neatly dressed and of prepossessing appearance. They are graduates of the grammar or of the high school and nearly all come from homes in the city. As is shown in another place, 96 of the 118 are of American parentage. Quite a number have worked for the company 15 years or over. One woman was pointed out to the agent as having worked there, at different periods, since 1866. There is always a long waiting list of those desiring employment, and so many remaining in the work such a length of time is evidence that conditions are good. An opportunity is given, as occasion arises, for those desiring it to work into office positions, several now in that department having been in different parts of the manufacturing work.

General Conditions Under Which Work is Performed.

The rooms in which the women work are large and high-posted, with shaded windows on either side and electric lights over the tables when needed. The ventilation is excellent, cold air being pumped in and the foul air forced out. In the summer, electric fans are in operation. Drinking water from a spring is supplied through pipes into the different rooms and is spoken of by the employes as being clear and cold at all times.

The toilet accommodations for the women are well arranged, being in a balcony reached by stairways from a central point. There are lavatories and several flush closets. Separate, numbered compartments are provided for outside wraps, and in some rooms there are individual lockers with a place for umbrellas and rubbers. The few who bring their lunches eat them at tables in the work rooms. Fire escapes are provided and there is a special system for protection against a conflagration.

Home Conditions.

Nearly all the women employed by this company have homes in the vicinity of the manufactory. Very few board and those who do are in private families, the corporation boarding house for women having been made into tenements some time ago because the demand for board among women was not large.

Small, detached houses, of from 6 to 9 rooms, owned by the company, are rented by the employes for the greater part, there being several streets of these neat, prettily designed and painted residences. In the season, these have well trimmed grass plots and flower gardens, and at all times there is a general air of thrift and tidiness which speaks volumes for the occupants. It shows that these are homes rather than merely living quarters. There are some houses which have two or three tenements and two which have more, but the greater part are separate. The price of rent in the company's houses is \$8.45 per month, with a few more expensive. Each house has water and a flush closet. There are extras, if one desires to pay for them, in the way of electric lights, furnaces and bath rooms.

Most of the female employes are young women, the daughters or relatives of those who are or have been employed by the company. Some of them live with a widowed mother. There are very few married women in the company's employ, as it is the rule not to employ them unless circumstances lead the managers to do so. Home life is thus encouraged. Employes are assisted in buying homes, many of the men having done so. There are a few women who board in private families, the price of board being from \$2.50 to \$3.00 a week. Some come by electric cars from quite distant points along the route.

Agencies for Betterment of Conditions.

The company has established several agencies for the welfare and enjoyment of its employes and their families, and is an important factor in the support of church work in the community. The heirs of the S. D. Warren who founded the business are interested individually and collectively in the men and women connected with the business. This has borne fruit in the class of employes attracted and held, in the tidy, neat homes and home life, and the general law-abiding conduct of the community. While an occasional word of dissatisfaction is expressed at the cut in wages of a year ago, and in the reduction of help in some of the departments, the general sentiment is that when business becomes better this matter will adjust itself.

Library.

The company has a library of 5,500 volumes for the free use of employes and their families. It was formerly located over the main office but has recently been removed to another street, and is open every Wednesday and Saturday afternoon and evening, with a trained librarian in charge who has held the position for over twenty years. The selection of books is excellent, consisting not only of the best current fiction, but many fine editions of poetry, biography, travel, science and general reference books.

There is a valuable oil painting by Salentin at one end of the room, a fine piece of statuary, bronzes and Braun copies of noted paintings in other places. At one time different works of art were brought from the Boston home of the Warren family and placed on exhibition here. There are portfolios containing pictures of scenes in different countries and various other educational agencies for study and enjoyment. The current magazines are kept for reading and later bound to be taken out. About 161 families take books regularly, representing a large number of individual members.

Those not connected with the company, residing in the vicinity, may take out books by paying \$1.00 for an indefinite period. A visit to the library shows that a large number of children and older people avail themselves of this privilege, and in the homes it is found that the reading of books is quite general and is greatly enjoyed.

Gymnasium, Playground, Etc.

Miss Cornelia Warren, a daughter of the founder of the business, and others of the Warren family, contributing in various ways, have established a gymnasium for the use of employes and others in Westbrook and vicinity. This was opened about five years ago. Instructors and a lady assistant are in charge of the work. The fee for the different classes is \$1.00 a term, which includes the use of baths. The gymnasium is finely equipped with apparatus. The work has recently been put into the public schools of Westbrook and the gymnasium is used by the school children at certain times. Through the generosity of Miss Warren, a physical examination is conducted throughout the schools once in three years.

In the summer the playground and swimming pool near the company's works, the latter in the Presumpscott river, are used. The playground has a tennis court, basket ball, running track, gymnasium apparatus, swings, etc. The large swimming pool is greatly enjoyed, an instructor being in charge. There are also shower baths, lockers, etc. There are hours each day and evening when this is free and a large number enjoy it. The past summer Camp Sippican was opened on Sebago lake, about an hour's ride from Westbrook by train, which is for those having been members for two terms, or for parties of employes or others for which arrangements are made. The gymnasium work reaches many of the families of employes, either their children in the schools, or some member of the family belonging to the classes.

Of the women employed by the company, the number who attend varies. When the classes were first formed, a large number were members, and during the fall and winter quite a number join, but not as many in the spring. Of the number attending the female classes, fully one-half are wives and children of employes, and about one-tenth are women employes. Of the men, about one-half are employed by the paper company, either in the offices or work rooms.

Baseball and foot ball clubs are formed among the boys and young men and various kinds of out-door life encouraged. There is a baseball league among the workers in different rooms in the mill and nearly every evening in the summer some club is practicing on the athletic field. There is also a Sunday school league.

A visit to the women's class shows a commendable spirit of democracy, as members of the employers' families, and those employed not only in the paper manufactory, but in the mills in the city as well, meet on a social equality which is refreshing and cannot fail to be of great benefit to all. This is one of the best features of the work.

Mill Relief Association.

There is a mill relief association, to which employes of this company who desire to do so belong. The dues for women are \$2.00 a year and, on the death of a member, each one is assessed 50 cents. In case of sickness \$2.50 a week, for not exceeding

26 weeks in any one year, are paid. At death, \$200 are paid to the heirs. About 30 of the women employes belong to this association.

DANA WARP MILLS.

Cotton warps and grain bags are manufactured by this company. There are 440 employes, of whom 290 are women and 28 are children working under certificate. The nationality of the greater number of the women and children is French-Canadian, nearly all speaking English. There are also a few Americans, some Scotch, Danes and other nationalities among the number.

The hours of work are sixty per week, divided as follows: from 6 A. M. to 6 P. M., with an hour at noon, for 5 days; and on Saturdays the mills close at 11 A. M. The employes chose this schedule in order to have the extra time on Saturdays.

Work of the Women.

This consists of different forms of work in the departments mentioned in the following paragraphs. A number of women are employed in the card room where they tend the different machines, carry the cans of slivers from one place to another, remove the full bobbins, wipe oil and cotton from the machinery and clean the frames. The bobbins are heavier here than in other rooms and there is more danger from accidents in clearing the machinery unless the operative is careful.

In the spinning rooms, after the machinery is started, the women who tend the "sides" of swiftly-revolving bobbins walk back and forth at intervals between the frames to see that all are running properly and adjust the threads which are loose. They also remove the large bobbins, the task of the smaller workers being to doff, or remove the full spools and replace them with empty ones. The number of sides which one woman tends determines how often she must do this. Usually it requires a good deal of attention. She also wipes the frames, as the saliva collects quickly, and cleans them at certain times.

In this department the largest number of boys and girls are employed, as doffers, cleaners and sweepers. Some of their work is not continuous and they get intervals of rest. Even after observing children at work in many mills, the special agent cannot watch them at their tasks without feeling that

they have entered upon a work-a-day existence at too immature an age, and wishing that economic conditions might be so adjusted as to enable them to be with other boys and girls in the schools or at play.

Women work at spooling which requires careful scrutiny to see that the threads do not remain broken, that full spools are replaced by empty ones and bobbins replenished. The frames are arranged in somewhat similar fashion as the spinning sides, and the operative goes back and forth in the spaces between them. In all the departments mentioned, tending the machines necessitates a good deal of standing and walking. There is some stooping necessary in performing the work and some stretching of the arms to the top of the frames. Chairs are provided in some rooms, benches in others. The machinery was being moved into the new mill at the time of the agent's visit, so the furnishings were not complete.

Those operating the warping machines have an opportunity to sit a great deal of the time and, as the machinery is so adjusted that it stops when a thread breaks, they are not obliged to give as close attention, though care must be exercised to see that everything is going properly. The conditions in this branch of the work are the best in the mill. Female operatives are also employed at twisting, reeling and winding the yarn. They tend the beaming machines and are at work in the slasher department.

Three women are employed in the weave room at stitching and other parts of bag making. At the time of the agent's visit, no women were employed at the looms, although it was stated that they may be later if they wished to do the work. The men run a number of looms and it is heavy work.

The air is kept at a certain humidity and at different degrees of temperature in the several branches of the work in order to make the yarn pliable. In some rooms the air is laden with lint from the cotton, as the machinery is run at a high rate of speed and particles of fuzz are thrown off. In one department there is a fan arrangement in operation for removing the dust. The subject of ventilation in a cotton mill is one that should receive the most careful attention, in order to insure the health of the operatives who spend so many hours in the same rooms. From an economic standpoint alone, it is well worth considera-

tion, and it is interesting to note that some of the more modern humidifiers have ventilation devices, and that the matter is being discussed at the meetings of manufacturers' associations. It was suggested to the special agent, by a physician interested in the matter, that the simple precaution of instructing the watchmen to properly ventilate the rooms, after they are cleared for the day, would be of great benefit to the workers.

The same general conditions govern the work of the women as in a cotton mill until the weaving process is reached, the warps being sold to companies weaving cloth. As these conditions were described quite fully in a previous report, it does not seem necessary to go into further detail.

Wages.

There is a wide range of wages among the women, some work being paid by the hour and some by the piece, varying in regard to fineness of yarn, class of employment and expertness. Some of the doffer boys and girls begin for 50 cents a day. Other workers are paid 85 cents a day, while the older operatives receive from \$1.00 to \$1.25, some of the more experienced ones on piece work making from \$1.25 to \$1.50 a day.

The company pays a bonus of one week's wages to all those who have been at work a year, about \$2,000 being distributed among the employes annually. The purpose of the company is to give a week's vacation with pay, though it is found that many prefer to have the extra pay rather than a vacation. Many hands get a bonus who have been out several weeks on account of sickness, and others are allowed two or three weeks' vacation by making satisfactory arrangements with the overseer.

General Conditions Under Which Work is Performed.

The buildings occupied by this company present quite an object lesson in the evolution of mill construction. The first mill, constructed in part about 43 years ago, is of wood with small windows and various equipments which the growth of the business and more modern ideas of sanitation have rendered inadequate. The machinery was being moved out of this mill at the time of the agent's visit and the building will in time be abandoned.

The mill now in use, and the latest addition being fitted with machinery in the spring of 1909, are of brick, four stories high and basement. With the exception of the basement the windows are large and near together on opposite sides, arranged for ventilation at the top, walls painted white, substantial floors and other details to show the advance along many lines in building construction. It was noted that while the upper part of the windows are of ground glass to soften the light, the lower panes are transparent, so that the view of the street is not obstructed as in some mills.

The latest addition shows an improvement over the older part, particularly in the matter of toilet accommodations which are excellent, and one who has the interests of the women workers at heart can but hope that in time similar improved lavatory rooms, which are also used for dressing rooms, and the row of sanitary toilets may replace those in the older part, which are not constructed in a manner to give as much privacy as should be arranged. The dressing rooms, particularly, are not sufficient.

It is gratifying to note that those erecting modern mills are giving more consideration to the needs of the women workers in the way of dressing rooms, places for outside wraps, improved toilets, etc., which some of the older ones lacked. Even now, in the older portions of this mill, as in some others visited, the changing of dresses, etc., goes on at noon and at night, the only shelter being the machinery. In the new part of this factory this is not necessary, as the wash rooms provide ample opportunity for change of dress. The women employes should show their appreciation of these improvements and do their part in keeping the surroundings as neat as possible.

The old mill has an outside fire escape. In the newer parts there are various modern methods of protection against fire, but no fire escapes. In the older part of the brick mill there are three sets of stairs leading out, and in the new mill there is a stairway and, with the exception of the top floor, exits through the older part of the mill for each floor. The top floor is a story higher than the connecting building, which makes impossible the use of exits through the other part, as on the floors below.

Living Conditions.

There are some American, Scotch and Danish women employed, but the greater number are of French-Canadian descent, the parents of many of them born in the city, so they may properly be called French-Canadian-Americans. The greater number speak English, and some of the children of French-Canadian parents were encountered who do not speak the French language at all, but converse in English. In this way, the employes present a different phase of the nationality question than in the more congested mill cities. There is one Catholic church, where the services are in French and English, the sermon being given in both languages. It appears to have a large part in the lives of the operatives who are of that faith.

There are no large tenements, but the greater number of the families occupy separate houses or those for from two to four families. There is a section where a number of houses of similar architecture, for two families, are owned by the Warren company, and which are occupied for the greater part by families of those who work in the Dana mill. The price of rent is \$8.00 per month for 8 rooms. These houses are in good repair and have excellent sanitary arrangements. They face a large field which is used as a recreation park by the small children, and by the older boys as a baseball ground; and also for outdoor meetings. It gives an excellent opportunity for outdoor life which is not found in some large mill centers. The gymnasium and baseball leagues of the different factories tend to encourage this form of recreation.

A number of the mill employes own their own homes, while others are rented. The price of rent varies from \$5.50 to \$9.00 a month. Most of the houses are connected with the sewer, but in some places they are not. Some houses for rent, owned by private individuals, have recently been condemned by the board of health, until they are put in repair and the sanitary arrangements remedied. The section in the vicinity of the railroad station appears to offer the greatest opportunity for improving general conditions. The greater number of female employes are young women. Some married women and widows are employed, but few have small children.

The majority of women workers have homes in the city. Those who board are in private families and the price of board

is from \$2.50 to \$3.50 a week. There are no boarding houses of any size for mill workers.

HASKELL SILK COMPANY.

The only company in Maine manufacturing silk dress goods is that by the above name. It employs 155 people, of whom 88 are women, and 6 children between the ages of 14 and 16. Eleven are married women. In nationality, 52 are French-Canadian; 23 are American; 10, Scotch; 2, Irish; 1, German. Eleven women, nearly all of whom are widows, are employed in their homes inspecting the silk for imperfections or "picking" the bits of thread which may be on the surface, before the final process of preparing the finished product for market. This gives employment to a number who would not be able to go to the mills and the practice has been followed for many years by the Haskell company, the rolls of silk being sent to the houses.

The hours of work are sixty per week, from 6 A. M. to 6 P. M., with an hour at noon, for 5 days; and on Saturdays the mills close at 11 A. M.

Work of the Women.

The silk thread is purchased in the skein from Japan, the work of the women beginning with winding. Following this, they work at spinning and twisting, reeling, warping, quilling and weaving. Much skill is required in the different branches of work, as the material is expensive and great care must be taken in every department. This necessitates a higher class of employes than that found in some other forms of manufacture. The few children employed are older than those in cotton mills. There is a time during the summer when the mills are not running at their full capacity, and it is necessary at other times in some parts of the work for the operatives to wait for their work.

The general average of wages is as follows: Those paid by the day receive from 75 cents to \$1.25, averaging 98 1-2 cents, while the general average of piece workers is \$1.65 a day.

General Conditions Under Which Work is Performed.

The building in which the work is performed is of brick, two stories in height and 299 feet in length. Being erected in 1900, it is of modern construction. It is located beside the Presumpscott river, with an open space on either side where there are no buildings. During the summer some of the women who bring their lunches find pleasant places along the river side to spend the noon hour. The form of construction gives an opportunity for the free circulation of air, as the floor space is not divided but is in one long stretch. The large windows on either side are so arranged that the upper section swings outward for ventilating purposes, and do not open at the bottom. There are also windows in the roof over some of the looms. These have a tendency to attract the heat in the summer. All the windows are curtained, however, during the hot season.

There are separate wash rooms with toilets for the women on each floor. There are no dressing rooms but, as the workers are not obliged to change their entire dress, this is not as necessary as in some other mills. The building has no fire escapes. There are two exits, at either end of the mill.

As there is no lint from the silk, the mills may be and are kept very neat and tidy and there is little, if any, dust in the air. The machinery does not need wiping as often as in some forms of manufacture and the women are able to present a neat appearance when at work. Tending the machines mentioned in another paragraph, with the exception of the warpers, necessitates standing a great deal of the time. Seats are provided for use when there is an opportunity to sit.

The work presents some conditions superior to that in other textile mills. The air is clearer and it is not necessary to have as much humidity, nor is the temperature kept as high. As the agent stood beside a crashing loom one of the hottest days in the summer, one of the weavers said: "It is not the work itself which wearies me so much, though that is tiresome, but keeping at it so many hours. If we could have more time for rest, it would not be so hard."

Living Conditions.

As in other industries in Westbrook, most of the women employed in the Haskell silk mill are residents of the city, though there are some who board. Some of the latter stated, in talking with the agent, that it was extremely difficult to find a boarding place where the early breakfast at 5.30 A. M. will be served. On account of this fact, some who have rooms prepare their breakfast themselves. Others board in private families where some member also works in the mill.

Most of the French-Canadian and Irish women belong to the Catholic church and its organizations. Some of the Protestants are connected with the different denominations and their social life in the city, and some also belong to societies connected with the fraternal orders.

In the higher branches of the industry, many are women of education and refinement and all through the mill there is a superior class of employes. In one of the departments there are plants and flowers which give an attractive appearance to the room. Several of the workers have a magazine club, subscribing to the standard publications. Some are members of the gymnasium classes at the other end of the city. There is a spirit of cooperation among the workers and employers, which is felt by one who associates with both.

Two of the women referred to the fact that they went to the mountains during the dull season in the mill and worked in a summer hotel, finding the change from indoor life to that of the out-of-door, which they were able to get when not busy, a great pleasure as well as benefit. Several of the women said that, even taking into consideration the time when there is no work, they could average higher wages than in some other forms of work. The agent of the mill stated the interesting fact that the operative holding the highest record of earnings on piece work in the factory is a woman who was formerly employed by the company.

WESTBROOK HAMMOCK FACTORY.

Twelve women are employed in making hammocks. They are from French-Canadian and American families. The hours are from 7 A. M. to 6 P. M., with an hour at noon. The fac-

tory closes Saturday noon part of the time. During July and August very few are employed. The women's work consists of different parts of hammock manufacture. Two women work at sewing machines run by power. Others tend the winding machines. There is also adjusting the cords, putting in the cushions and fastening them, a final inspection and folding for shipment. Men are employed at the looms weaving the hammocks.

The women are paid by the day, from \$1.00 to \$1.25. The building is of brick, the work room being in the second story. There is one exit, by way of the stairs, but no fire escape. One flush closet is provided. A very capable forewoman is in charge of the women's work and has general oversight over this part of the business.

PAPER BOXES.

A plant in the city, where paper boxes are manufactured, employs from 35 to 50 females, girls from 15 to 16 years of age, and older women, their nationality being Danish, Scotch, American and French-Canadian. The hours are from 7.30 A. M. to 5.30 P. M., with a half holiday Saturdays. The work consists of pasting, labelling, counting, etc., and some is done by the aid of machinery, one machine being run by pressing the right foot on a pedal. This makes the corners of the box. The women all sit at their work. There is a time in the winter when work is slack. The pay is by the piece and the workers make from \$4.00 to \$7.00 per week.

The building is of wood, two stories in height, the work room being on the second floor. The stairway is of good width, having one turn. There are no fire escapes. Toilet accommodations are provided. A row of large windows on opposite sides furnishes light and ventilation. At the time of the agent's visit the windows on both sides of the room were open, but some of the workers state that there is not always a free circulation of air, especially in the winter. As much glue and paste is used, it is quite necessary to have plenty of air.

AGENCIES FOR THE BETTERMENT OF PRESENT AND FUTURE CONDITIONS.

But two factors will be mentioned under this head, the schools and the public library.

Schools, Public and Private.

There are two school systems in Westbrook, the public and parochial. The school census of April, 1909, gives the number of children between the ages of 5 and 21 years as 2,714. There was a total of 288 boys and 269 girls pursuing grammar school studies in the public schools for the year ending June 30, 1909, and 385 pupils, between the ages of 7 and 15 years, attending private or parochial schools. The average number attending the high school, for the year ending July 1, 1909, was 171. In the common schools, 2 boys and 1 girl were excused from attendance. The estimated number of pupils who left school permanently before completing the elementary course in the public schools is 8 boys and 5 girls. The percentage of average attendance for the year ending June 30, 1909, was 41.

The parochial school courses are as far as the 9th grade. A few of the pupils continue and attend the high school, but not many. Occasionally a boy or girl does not only this, but takes a college training. Some also go to the higher Catholic institutions. Usually, however, they complete their school life with graduation from the parochial school, and find a situation in some of the industries of the city. There are clubs for the boys, which give training in marching, music, etc. In addition to the regular studies, music is taught. A tuition is charged each scholar of between \$8.00 and \$10.00 a year.

The school authorities state that it is difficult to keep track of some of the pupils who leave the public schools, ostensibly for the parochial, and in this way drift away from school authority. The truant officer now visits both the public and parochial schools.

Special Features.

There are the regular courses of study in the public schools, and also a well equipped manual training and domestic science building. The furnishings were presented by members of the firm of S. D. Warren and Company. Students from the grades and also the high school receive training in these departments and the results have been highly satisfactory, the boys entering upon business and industrial life with minds and hands trained in a practical way, and the girls learning methods of cooking

and allied subjects which cannot fail to be a benefit in the home. The agent attended the closing exhibition in these departments, together with that of the drawing, and can testify that the furniture and other articles made by the boys, the cooking and sewing of the girls, and the drawing and designing by all the pupils, was most creditable. Music is also taught in the schools.

Every pupil in the two grammar schools, one at each end of the city, has been given a physical examination, which it is the purpose to repeat every three years. This is in conjunction with the physical training, which is carried on partly in the gymnasium and in other ways. A chart for each individual is made, showing the data obtained by this examination. Exercises are given later in the gymnasium to correct the defects shown. The superintendent in his report urges that, together with this, there may be a medical inspection. The result of this work, aside from the effect on health and general appearance, has been to interest the pupils, and in fact, the whole community, in physical exercises and out-of-door sports which develop the physical, social and moral nature. The playground and swimming pool, referred to in connection with the paper industry of S. D. Warren and Company, is used during the summer, an athletic meet being held there at the close of the spring term.

Some commercial studies have been introduced in the high school. A system of industrial training was inaugurated, beginning with the fall term of 1909. A special teacher, who is a mechanical engineer, has been engaged and has organized a class of 16 boys, planning for them a two years' course, the idea being to interest the boys who would otherwise leave at the end of the grammar school course. The leading studies will be a strengthening of their mathematical knowledge and a study of natural physics, chemistry and English, beside the purely technical instruction that will be given them in their second year in paper-making and textile work—those two industries being the leading ones in Westbrook.

In so far as they can take these studies in connection with the other high school classes, it is planned to have them do so, but the special teacher will lead them through the other courses independently. In the matter of their technical instruction the

teacher will find but few text-books, and will have to give his instruction largely through lectures and personal instruction of the work going on in the mills.

It may be questioned whether this work can best be done in connection with the high school or independently, but if it can be done in connection with the existing high school, it will, on the score of expense, naturally have a much wider extension here in Maine than if carried on independently. Although this is in the nature of an experiment, it is believed by those most interested that it will be a success and will train the boys to become better workmen, better citizens, and better able to enjoy the life that will be within their reach. It is also believed that the modification of the high school, by putting in a shorter course, will tend to broaden its basis, making it more practical and lessening to some extent its present character of being little more than a fitting school for college. This is the first attempt at practical, industrial education in the schools of Maine, so far as known.

Walker Memorial Library.

The public library of Westbrook is patronized by many of those employed in the different industries of the city. The books and magazines are well selected to meet the wishes of all classes of readers. In addition to the reading and other rooms on the library floor, there is another in the basement where daily papers, magazines, etc., are kept on file, which is used quite generally by the men, many of those employed in the mills stopping for a short time on their way to and from work.

The children are much interested in reading and, in the winter especially, spend much time in the building. Many come from the families of the different nationalities, the librarian stating that their use of the library was increasing each year. A small girl who was waiting for a book, said to the agent: "My cousin likes to come here and read books. There are seven children at his house, and they make such a noise that he is glad to find a place which is quiet." The remark shows the important place a library occupies in a community where there are many large families in small houses.

STATISTICS OF LABOR BUREAUS.

Frequent inquiries as to the organization and equipment of the Maine Bureau of Industrial and Labor Statistics have led us to believe that a compilation of statistics of the labor bureaus in the several states, covering the organization, duties required by law, rates of salaries and amounts appropriated for their support, would be a matter of value to all the bureaus as well as to the general public.

In prosecuting this work we first made a preliminary writeup of each bureau from the data at hand and forwarded the same to the several state commissioners for correction or enlargement, and from nearly every such official we receive the warmest commendations for our efforts in this direction. We here present the matter as revised by the several commissioners, some going more into details than others, arranged alphabetically by states.

CALIFORNIA.

Bureau of Labor Statistics. Organized 1883. J. D. Mackenzie, Commissioner, San Francisco.

Appropriations.

Salary of commissioner.....	\$3,000
Salary of deputy commissioner.....	2,400
Salary of assistant deputy commissioner...	2,100
Salary of statistician.....	2,100
Salary of stenographer.....	1,200
<hr style="width: 20%; margin-left: auto; margin-right: 0;"/>	
Total fixed salaries.....	\$10,800
Contingent fund	7,500
Office rent	1,200
Printing fund	2,500
<hr style="width: 20%; margin-left: auto; margin-right: 0;"/>	
Total annual appropriations.....	\$22,000

Two regular special agents, one assistant statistician and one assistant stenographer are paid out of the contingent fund.

In addition to the above, the last legislature made an appropriation for gathering, compiling, printing and distributing statistics and information regarding the Japanese of the State, which was placed under the supervision of the bureau—\$10,000. Under this new act a branch office has been established in Los Angeles for the purpose of enforcing the labor laws and of conducting the Japanese investigation in southern California, under the immediate charge of the assistant deputy commissioner. Bruce Hatch, Assistant Deputy Commissioner, Los Angeles.

There is no separate factory inspection law. The enforcement of the laws relating to child labor and employment offices is in the hands of the commissioner of labor. All private employment agents are now obliged to take out a state license and pay a fee which is graduated according to the population of the city where located. The commissioner is required to collect the usual statistics of industries and labor; also statistics relating to marriage, divorce and crime.

COLORADO.

Bureau of Labor Statistics. Organized 1887. Edwin V. Brake, Deputy Commissioner, Denver. The secretary of state is labor commissioner, ex-officio, but the deputy commissioner is the executive officer of the bureau.

Salaries.

Labor Department.

Salary of deputy commissioner.....	\$2,500	
Salary of statistician.....	1,500	
Salary of stenographer.....	1,200	
	<hr/>	
Total salaries for labor department.....		\$5,200

Factory Inspection.

Salary of 6 inspectors at \$1,200.....	\$7,200	
Salary of book-keeper.....	1,200	
	<hr/>	
Total salaries for inspection.....		8,400

Free Employment Bureau.

Salaries of 3 superintendents at \$1,200....	\$3,600
Salaries of 3 assistants at \$1,000.....	3,000
Salary of inspector.....	1,200
	7,800
Total salaries for free employment bureau.....	
	7,800
Aggregate salaries	\$21,400

The deputy commissioner of labor is, by law, made chief factory inspector. Six inspectors are provided for, one of whom shall be a woman; each is paid \$1,200 salary per annum and has an expense account of \$600. A fee of \$10.00 is collected from each establishment inspected, which produces a revenue of about \$20,000 annually.

The free employment bureau is under the direction of the deputy commissioner, with one office in Denver, one in Colorado Springs and one in Pueblo, each with a superintendent at a salary of \$1,200 per annum, and an assistant at \$1,000. There is an appropriation of \$2,000 for the expenses of these three offices. The deputy commissioner also has control of all private employment agencies in the state and a license fee of \$50.00 is required of each agency with the privilege of using the funds so collected in the enforcement of the law. The revenue from this source amounts to about \$3,000 annually. One inspector, with a salary of \$1,200, is kept making investigations.

The deputy commissioner has \$500 for traveling expenses and \$1,000 incidental fund. He has in the various departments of the bureau 16 employes and the expenditure of about \$40,000. He shall also collect and systematize statistical details relating to all departments of labor in the state.

CONNECTICUT.

Bureau of Labor Statistics. Organized 1873. William H. Scoville, Commissioner, Hartford.

Appropriations.

Labor Bureau.

Salary of commissioner.....	\$2,500	
Salary of chief clerk.....	1,800	
Salary of stenographer.....	750	
Expense account (office and travel).....	1,000	
Special agents (salaries and expenses).....	2,000	
	<hr/>	
Total for labor bureau.....		\$8,050

Free Employment Bureaus.

Salaries of 5 superintendents at \$1,200....	\$6,000	
Rents and incidental expenses.....	3,000	
	<hr/>	
Total for free employment bureaus.....		9,000

Aggregate annual appropriations..... \$17,050

The above mentioned appropriations do not include the printing, binding or circulating of reports or other publication issued by the labor bureau. The control of the free employment bureaus is in the hands of the labor commissioner, and the superintendents in charge of the several offices are appointed by him. The offices are located at New Haven, Hartford, Bridgeport, Norwich and Waterbury. The commissioner also issues licenses to private employment agents, for which a fee of \$10.00 is paid the first year and \$5.00 for each succeeding year.

The law requires him to collect information upon the subject of labor, its relation to capital, the hours of labor, the earnings of laboring men and women, and the means of promoting their material, social, intellectual and moral prosperity. He also collects, keeps on file and from time to time publishes certain information concerning tenement houses erected in the various cities to which the tenement house laws apply, which are designed for the occupancy of three or more families. He may appoint competent special agents to instruct alien laborers as to their rights of contract under the laws of the state.

The state maintains an inspection department, the factory inspectors receiving a salary of \$2,500 per annum. It also

maintains a board of mediation and arbitration, but both this board and the inspection department are entirely separate from the labor bureau.

IDAHO.

Bureau of Immigration, Labor and Statistics. Organized 1895. Joseph P. Fallon, Commissioner, Boise City.

Appropriations.

Salary of commissioner.....	\$2,400
Salary of chief clerk.....	1,800
Traveling expenses of commissioner.....	1,000
General office expenses.....	1,700

Total annual appropriations..... \$6,900

In addition to the above, the sum of \$2,500 is appropriated once in two years for printing the biennial report.

The duties of the office are to encourage immigration through the publication and distribution of literature, gather statistics on agriculture, manufacturing and labor; and also factory inspection, but this latter duty requires but little attention as there are no large factories in the state except saw and planing mills.

The larger part of the expense account is used in the collection of agricultural statistics. The only help in the office, outside of the commissioner and clerk, is about sixty days' work each by two temporary clerks in compiling statistics for the biennial report.

ILLINOIS.

Bureau of Labor Statistics. Organized 1879. David Ross, Secretary, Springfield.

Appropriations.

Salary of chief clerk.....	\$1,800
Salary of statistician.....	1,800
Salary of first assistant clerk.....	1,500
Salary of second assistant clerk.....	1,200
Salary of stenographer.....	900
Salary of janitor.....	750

Total subordinate officers' salaries.....	\$7,950
Field work and other expenses.....	3,050

Aggregate appropriations for bureau..... \$11,000

The law in this state is somewhat different from what it is in others regarding the bureau of labor. It provides for the appointment by the governor of a commission of five members who receive a compensation at the rate of \$5.00 per diem for a session of thirty days each year. The commission elects a secretary who is not a member of the commission, whose salary is fixed at \$2,500 per annum. The salary of the secretary and the per diem of the commissioners are paid out of the general fund for salaries of state officers. All expense for printing is also paid out of a general fund provided for that purpose.

The secretary is required to collect the usual industrial and labor statistics, have charge of free employment bureaus for whose support additional appropriations are made, collect and report statistics in regard to industrial accidents, and enforce all laws relating to the same.

Factory inspection is under a separate department known as the Illinois department of factory inspection, with a chief factory inspector at a salary of \$3,000 per year, an assistant at \$1,500, twenty-five deputies at \$1,200, and an attorney at \$1,500.

INDIANA.

Bureau of Statistics. Organized 1879. J. L. Peetz, Chief, Indianapolis.

Appropriations.

Salary of chief.....	\$3,000
Salary of deputy chief.....	1,800
Salary of tabulator.....	900
Salary of stenographer.....	720
Clerks' fund	2,500
Agents' fund	3,070
Office expense fund.....	1,500

Total appropriations \$13,490

The duties of this bureau are to collect, systematize, tabulate and report statistical information and details relating to agriculture, manufacture, mining, commerce, education, labor, social and sanitary conditions, vital statistics, marriages and deaths, etc. The chief is required to maintain a free employment bureau in connection with his office, also to look after the enforcement of the law regulating private employment agencies.

The state maintains a department of factory inspection; also a labor commission which acts as a board of mediation and arbitration in labor disputes, but each of these departments is separate from the other and neither has any connection with the bureau of statistics.

IOWA.

Bureau of Labor Statistics. Organized 1884. Edw. W. Van Duyn, Commissioner, Des Moines.

Appropriations.

Salary of commissioner.....	\$1,800
Salary of deputy commissioner.....	1,500
Salary of clerk.....	900
Salary of 2 factory inspectors @ \$1,200....	2,400
	<hr/>
Total office salaries.....	\$6,600
Traveling expenses	2,000
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Aggregate appropriations	\$8,600

Office supplies, printing and postage are paid out of the general funds of the state.

It is the duty of the commissioner to see that the factory inspection laws are enforced, and for this purpose he is given two factory inspectors to look after this branch of the work. The enforcement of the law regulating private employment offices devolves upon the commissioner of labor. He is also required to collect statistical details relating to labor and industries throughout the state.

KANSAS.

Bureau of Labor Statistics. Organized 1885. W. L. A. Johnson, Commissioner, Topeka.

Appropriations.

Salary of commissioner.....	\$2,000	
Salary of assistant commissioner.....	1,500	
Salary of chief clerk.....	1,200	
Salaries of 2 deputy factory inspectors at \$1,200	2,400	
Salary of statistical clerk.....	1,000	
Salary of stenographer.....	900	
		<hr/>
Total salaries	\$9,000	
Special agents	800	
Special contingent fund.....	500	
Travel and incidental expenses.....	2,700	
Postage and express.....	800	
		<hr/>
Aggregate appropriations	\$13,800	

The printing bills are all paid out of the State printing fund. The commissioner is also chief factory inspector, and the assistant commissioner and deputy factory inspectors are all factory inspectors.

In addition to the collection of the usual industrial and labor statistics, it is the duty of the commissioner to cause to be enforced all laws regulating the employment of children, minors and women; all laws established for the protection of the health, lives and limbs of operators in workshops and factories, on railroads and other places; and all laws enacted for the protection of the working classes now in force or that may hereafter be enacted; also to investigate strikes and labor difficulties and act as mediator.

KENTUCKY.

Bureau of Agriculture, Labor and Statistics. Organized 1876. M. C. Rankin, Commissioner, Frankfort.

Appropriations.

Salary of commissioner.....	\$2,500	
Salary of chief clerk.....	1,200	
		<hr/>
Total office salaries.....	3,700	

Salary of factory inspector.....	1,200
Salary of assistant factory inspector.....	1,000
For seed, crop reports, statistics and office expenses	6,100

Total appropriations for the bureau..... \$12,000

In addition there is expended, under the supervision of the commissioner of the bureau, for the state board of agriculture, forestry and immigration, for

Forestry	\$2,000
Immigration	2,000
Salaries	3,000
Farmers' institutes	13,000

Total for board of agriculture, forestry and immigration

20,000

Aggregate appropriations for all purposes.. \$32,000

The enforcement of the factory inspection law is made a part of the duties of the commissioner, and he has the appointment, subject to the approval of the governor, of one factory inspector and one assistant factory inspector.

The efforts of the bureau shall be directed to the promotion of agriculture, horticulture, manufactures, and to matters relating to labor and statistics.

LOUISIANA.

Bureau of Industrial and Labor Statistics. Organized 1900.
James Byrnes, Commissioner, New Orleans.

Annual Appropriations.

Salary of commissioner.....	\$1,500
Salary of assistant commissioner.....	1,000
Office expenses	500

Total annual appropriations..... \$3,000

Biennial Appropriation.

For printing report..... \$150

The duties of the bureau are confined to the collection and

arranging of industrial and labor statistics. The factory inspection law, which applies only to cities and towns having a population of ten thousand or more, is enforced by inspectors appointed by the mayors of cities or the police juries of parishes.

MAINE.

Bureau of Industrial and Labor Statistics. Organized 1887.
Thomas J. Lyons, Commissioner, Augusta.

Salaries.

Salary of commissioner.....	\$1,500
Salary of chief clerk.....	1,000
Salary of stenographer.....	520
	<hr/>
Total salaries	\$3,020

Appropriations.

For salary of commissioner.....	\$1,500
Clerk hire, special agents, traveling ex- penses, telegraph, telephone, freight, express, etc.	3,500
Printing, binding, postage, stationery, office supplies and incidental expenses.....	2,600
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Total appropriations	\$7,600

Prior to 1909, all bills for printing, binding, freight, express, postage and stationery were paid out of general appropriations and not charged against the appropriations for the several departments.

The duties of the bureau are to collect, assort, systematize and present in annual reports to the governor, statistical details relating to all departments of labor in the State, especially in its relations to the commercial, industrial, social, educational and sanitary condition of the laboring people, and to the permanent prosperity of the productive interests of the State; to inquire into the immediate causes of strikes, lockouts or other disturbances of the relations between employers and employes; to collect and publish the fullest possible information in regard to the manufacturing industries of the State; to collect, publish and distribute reliable information in regard to the resources

and attractions of Maine; to collect reliable information concerning the deposits of all valuable and useful minerals in the State, and arrange a permanent exhibit of samples of the same; and to investigate the causes of industrial accidents.

The State supports a factory inspection department, covering factories, workshops, mines and quarries, separate and distinct from the labor bureau, except that the inspector shall assist in the collection of statistics and other information which may be required, for the use of the bureau of industrial and labor statistics. The inspector receives a salary of \$1,000 per annum, and is allowed \$1,200 for travel and incidental expenses, and \$300 for printing, postage, etc.

MARYLAND.

Bureau of Statistics and Information. Organized 1884.
Charles J. Fox, Chief, Baltimore.

Appropriations.

Salary of chief.....	\$2,500
Salary of assistant chief.....	2,000
Salary of clerk.....	900
Salary of stenographer.....	900
Salary of two factory inspectors @ \$900...	1,800
Salary of six child labor inspectors @ \$900.	5,400
	<hr/>
Total salaries.....	\$13,500
Expense account.....	4,500
	<hr/>
Aggregate appropriations.....	\$18,000

Of the above appropriation, \$10,000 is for the use of the bureau of statistics and \$8,000 for the enforcement of the child labor law. All expenses are paid out of the appropriation except for the printing of the annual report.

The duties are to gather statistics concerning and examine into the conditions of labor, with a special reference to wages, causes of strikes and disagreements between employers and employes, and act as mediator or arbitrator in labor disputes; to collect information in regard to agricultural conditions and products, the acreage under cultivation, character and prices

of land in various counties, and all other matters pertaining to agricultural pursuits; to collect information relating to the mineral products, output of mines, quarries, manufacturing industries, railroads and other transportation companies, shipping and commerce; to operate a free employment agency, enforce the factory inspection and child labor laws, classify and publish the same annually, and keep a bureau of general information.

MASSACHUSETTS.

Bureau of Statistics. Organized 1869. Charles F. Gettemy, Director, Boston.

Appropriations.

Salary of director.....	\$3,000
Salary of chief clerk.....	2,000
	<hr/>
Total salaries fixed by law.....	\$5,000
All other bureau salaries.....	38,650
All other bureau expenses.....	15,920
Total for bureau.....	\$59,570
Free employment offices (a separate appropriation to include all salaries and other expenses of maintenance).....	21,000
	<hr/>
Aggregate appropriations.....	\$80,570

The number on the pay-rolls of the bureau in June, 1909, was 58, consisting of 11 males and 21 females, a total of 32 employed permanently, and 10 other persons employed temporarily in connection with the general statistical work of the bureau; and 16 persons employed permanently in the employment offices. In addition to the above, a few were still employed in finishing up the Massachusetts decennial census of 1905, but they were paid out of a census appropriation entirely distinct from the appropriation for the regular maintenance of the bureau. At the above date, 5 of the employes were engaged permanently and one temporarily in different kinds of field work.

The duties of the bureau are defined by section 1 of chapter 371 of the acts of 1909, which is as follows:

“Section 1. There shall be a bureau of statistics, the duties of which shall be to collect, assort, arrange, and publish statistical information relative to the commercial, industrial, social, educational, and sanitary condition of the people, the productive industries of the commonwealth, and the financial affairs of the cities and towns; to establish and maintain free employment offices as provided for by chapter four hundred and thirty-five of the acts of nineteen hundred and six and amendments thereof; and to take the decennial census of the commonwealth required by the constitution and present the results thereof in such manner as the legislature may determine.”

In addition to the publication of bulletins and the results of the decennial census, the bureau issues four separate, annual reports, namely, a report on statistics of labor, a report on the statistics of manufactures, a report on the comparative financial statistics of the cities and towns of Massachusetts, and a report on the free employment offices. The director is required, in addition to these reports which are issued as public documents, to prepare a summary of the work of the bureau in all its branches for the information of the legislature, to be sent to that body upon its assemblage in January of each year, and to contain such recommendations as he may see fit to make.

MICHIGAN.

Department of Labor and Industrial Statistics. Organized 1883. Richard H. Fletcher, Commissioner, Lansing.

Appropriations.

Salary of commissioner.....	\$2,500
Salary of deputy commissioner.....	1,800
Salary of chief clerk.....	1,500
Salary of special agent.....	1,200
Salary of stenographer.....	1,000
Salary of 2 clerks @ \$1,000.....	2,000
Salary of 15 factory inspectors @ \$1,000..	15,000
Salary of superintendent of free employment bureau	1,200
Salary of 5 assistants @ \$900.....	4,500
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Total annual salaries.....	\$30,700
All other appropriations.....	9,300
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Aggregate appropriations	\$40,000

The department has a coal mine inspector who is paid \$4.00 per day, and a boat inspector at \$6.00 per day both with expenses, who are paid out of the department appropriations. All printing is paid for out of the state printing appropriation.

The duty of the department includes the collection of industrial and labor statistics; the enforcement of factory inspection, mining inspection, and boat inspection laws; and the establishment and control of free employment bureaus.

MINNESOTA.

Bureau of Labor, Industries and Commerce. Organized 1887. W. E. McEwen, Commissioner, Saint Paul.

Appropriations.

Labor Bureau and General Factory Inspection.

Salary of commissioner.....	\$2,600
Salary of assistant commissioner.....	1,800
Salary of statistician.....	1,300
Salary of 1 deputy commissioner.....	1,200
Salaries of 2 deputy commissioners @ \$1,100	2,200
Salaries of 5 factory inspectors @ \$1,100...	5,500
Salaries of 5 assistant factory inspectors @ \$1,000	5,000
Other salaries and expenses.....	10,000

Total for bureau and general inspection..... \$29,600

Women's Department Factory Inspection.

Salary of assistant commissioner women's department	\$1,800
Salaries of 4 women inspectors @ \$1,000...	4,000
Contingent fund for women's department..	1,000

Total for women's department inspection..... 6,800

Free Employment Bureaus.

Salary superintendent of free employment	
bureaus	\$1,200
Other salaries and expenses.....	8,800
	<hr/>
Total for free employment bureaus.....	10,000
	<hr/>
Aggregate appropriations	\$46,400

The duties of the bureau are to collect labor and industrial statistics, including the condition of industries, commerce and agriculture; to enforce all laws relating to the employment of minors and women; to inspect factories, mills, workshops, hotels, restaurants and engineering works; and when requested, to enforce the compulsory education and truancy laws. The commissioner is also directed to organize and establish free employment bureaus in all cities of fifty thousand or more inhabitants. The reports and bulletins are printed and distributed as in case of other executive documents.

MISSOURI.

Bureau of Labor Statistics. Organized 1879. C. J. A. Hiller, Commissioner, Jefferson City.

Appropriations for Labor Bureau and Free Employment Bureaus.

Salary of deputy commissioner.....	\$1,800
Salary of supervising statistician.....	1,800
Salary of special agent.....	1,500
All other salaries.....	11,130
	<hr/>
Total salaries	\$16,230
Contingent fund for travel, postage, telegraph, telephone, express, rent for three free employ- ment offices, etc.....	7,145
	<hr/>
Aggregate appropriations except salary of commissioner	\$23,375

In addition to the above the commissioner is paid a salary of \$2,000 per year from the civil list. This makes a total expenditure of \$25,375 not including printing and binding.

The objects of the bureau are to collect, assort, systematize and present in annual reports to the governor, statistical details and information relating to all departments of labor in the state, especially in its relations to the commercial, industrial, social, educational and sanitary condition of the laboring classes and to the permanent prosperity of the productive interests of the state.

The labor commissioner is also required to organize and establish free employment bureaus in all cities of one hundred thousand or more inhabitants, and the cities of Saint Louis, Kansas City and Saint Joseph are designated; to license and have supervision of private employment agencies; and to look after the enforcement of wage laws.

Factory inspection and the inspection of mines are each under separate departments and neither has any connection with the labor bureau.

MONTANA.

Bureau of Agriculture, Labor and Industry. Organized 1893.
J. H. Hall, Commissioner, Helena.

Appropriations.

Salary of commissioner.....	\$2,500
Salary of chief clerk.....	1,800
Salary of assistant clerk.....	1,800
	<hr/>
Total salaries	\$6,100
Office and traveling expenses.....	7,000
	<hr/>
Aggregate appropriations	\$13,100

The bureau is required to collect industrial and labor statistics, and as agriculture is one of the leading industries it receives a large share of attention. There is no factory inspection connected with the office. The governor appoints a mine inspector but that office is separate from the labor bureau. Printing is paid for out of the general printing fund.

NEBRASKA.

Bureau of Labor and Industrial Statistics. Organized 1887. Will M. Maupin, Deputy Commissioner, Lincoln. By law the governor is made labor commissioner, but he appoints the deputy commissioner who is the executive officer of the bureau.

Appropriations.

Salary of deputy commissioner.....	\$1,500	
Salary of stenographer.....	840	
		<hr/>
Total salaries		\$2,340
Expense account		2,500
		<hr/>
Aggregate appropriations		\$4,840

Traveling expenses, postage, expressage, telephoning, telegraphing, printing, etc., must all be paid out of the \$2,500 expense account.

The duties of the bureau include hotel inspection, and the running of a free employment bureau in connection with the office; the enforcement of the fire escape law, the child labor law, the female employment law, and the compulsory education law; the compilation of crop estimates, crop statistics, freight and express shipment statistics, mortgage statistics, and manufacturing and wage statistics; and the publication of all agricultural statistics. The deputy commissioner must also assist county and city superintendents in enforcing the juvenile delinquency laws.

NEW HAMPSHIRE.

Bureau of Labor. Organized 1893. Lysander H. Carroll, Commissioner, Concord.

Salaries.

Salary of commissioner.....	\$1,500	
Salary of clerk.....	900	
		<hr/>
Total salaries		\$2,400

Other expenses of the bureau are small, being less than \$900 including the cost of printing the report. The duties of the bureau are confined to the collection and publication of industrial and labor statistics.

NEW JERSEY.

Bureau of Statistics. Organized 1878. W. C. Garrison, Chief, Trenton.

Appropriations.

Salary of chief.....	\$2,500
Salary of deputy chief.....	2,000
All other salaries.....	3,400
	<hr/>
Total salaries	\$7,900
Expense account	4,000
	<hr/>
Aggregate appropriations	\$11,900

There are employed in the office, exclusive of the chief, three men and three women. The printing is paid for out of the general printing fund. The work of investigation is principally carried on through correspondence. In addition to the collection of the usual industrial and labor statistics, the bureau is required, in all suitable and lawful ways, to foster and enlarge the manufacturing and every other class of productive industry of the state, with the view to their permanent establishment upon a prosperous basis, both to the employer and the employed.

Factory inspection is under a separate department called the department of labor and has no connection with this bureau.

NEW YORK.

Department of Labor. Organized 1883. John Williams, Commissioner, Albany.

Salaries.

Salary of commissioner.....	\$5,000
Salary of first deputy commissioner.....	3,000
Salary of second deputy commissioner.....	3,000
Salary of assistant deputy commissioners (2) @....	2,400
Salary of chief statistician.....	2,700
Salary of chief assistant statistician.....	2,400

Appropriations.

The department of labor of New York is divided into four bureaus: the bureau of factory inspection; the bureau of statistics of labor; the bureau of mediation and arbitration; and the bureau of mercantile inspection. The approximate division of the appropriations among these bureaus and the commissioner and the executive force is as follows:

Bureau of Factory Inspection.

Salaries	\$89,020
Traveling expenses	24,000
Printing	3,500
Office expenses	6,500

Total for factory inspection..... \$123,020

Bureau of Statistics of Labor.

Salaries	\$24,620
Traveling expenses	4,000
Printing	3,000
Office expenses	2,500

Total for bureau of statistics of labor..... \$34,120

Bureau of Mediation and Arbitration.

Salaries	\$10,900
Traveling expenses	3,000
Printing	500
Office expenses	1,000

Total for bureau of mediation and arbitration... \$15,400

Bureau of Mercantile Inspection.

Salaries	\$13,200
Traveling expenses	3,000
Printing	500
Office expenses	1,000

Total for bureau of mercantile inspection..... \$17,700

Commissioner of labor and executive force, etc.. 12,060

Aggregate appropriations \$202,300

As head of the department of labor the commissioner shall collect, assort, systematize and present in annual reports to the legislature, statistical details in relation to all departments of labor in the state, especially in relation to the commercial, industrial, social and sanitary condition of working men and to the productive industries of the state. He is also charged with the duty of inspecting all factories, enforcing therein the provisions of the factory law, and with the inspection of mercantile establishments in cities of the first class. Mines, quarries, and the construction of tunnels, and foundations where work is conducted under compressed air pressure, are subject to inspection under his direction.

NORTH CAROLINA.

Bureau of Labor and Printing. Organized 1887. M. L. Shipman, Commissioner, Raleigh.

Salaries.

Salary of commissioner.....	\$2,000
Salary of assistant commissioner.....	1,200
Salary of stenographer.....	900
	<hr/>
Total salaries	\$4,100

In addition to salaries the officials of the bureau are allowed actual traveling expenses when in the service of the state.

The state has no provision for factory inspection. In addition to the collection of the ordinary industrial and labor statistics, the commissioner is required to collect reliable information relative to farm lands, timber lands and water powers, and also to exercise a general supervision over the state printing.

NORTH DAKOTA.

Department of Agriculture and Labor. Organized 1889. W. C. Gilbreath, Commissioner, Bismarck.

Appropriations.

Salary of commissioner.....	\$2,750
Salary of deputy.....	1,800
All other office salaries.....	5,400
	<hr/>
Total office salaries.....	\$9,950
All other appropriations.....	3,100
	<hr/>
Aggregate appropriations	\$13,050

In addition to the collection of industrial and labor statistics, recording of stock brands and having charge of creameries and dairies, the bureau is given \$30,000 for exploiting the resources of the state and publishing literature thereon. The printing for the bureau is paid out of the general fund of the state.

OHIO.

Bureau of Labor Statistics. Organized 1877. W. T. Lewis, Commissioner, Columbus.

Salaries.

Salary of commissioner.....	\$3,000
Salary of chief clerk.....	1,500
All other office salaries.....	3,060
	<hr/>
Total salaries	\$7,560

The total appropriations for the support of the bureau, including special agents and all other expenses, are \$30,060. The duties of the office are the collection of industrial and labor statistics, the supervision of the five free employment offices located in Cleveland, Columbus, Cincinnati, Dayton and Toledo, and the licensing of private employment agencies.

OKLAHOMA.

Department of Labor. Organized 1907. Charles L. Daugherty, Commissioner, Guthrie.

Appropriations.

Salaries.

Salary of commissioner.....	\$2,000
Salary of assistant commissioner.....	1,500
Salary of stenographer.....	900
Salary of sup't free employment bureau....	1,200
Salary of attendant east side bureau.....	600
Salary of factory inspector.....	1,500
	<hr/>
Total salaries	\$7,700

Contingent.

Contingent fund department of labor.....	\$3,000
Contingent fund free employment bureau..	1,600
Contingent fund factory inspector.....	1,200
Salaries and expenses board of arbitration..	1,000
	<hr/>
Total contingent funds.....	6,800
	<hr/>
Aggregate appropriations	\$14,500

The duties of the commissioner of labor are to carry into effect all laws in relation to labor passed by the legislature in regard to transportation, mechanical and manufacturing industries in the state; to supervise the work of the free employment offices and factory inspection; to collect industrial and labor statistics; to recommend to the governor the appointment of three of the six members of the state board of arbitration and conciliation, and, by virtue of his office, to act as chairman of the board; to license private employment agencies and enforce all laws in relation to the same.

OREGON.

Bureau of Labor Statistics and Inspector of Factories and Workshops. Organized 1903. O. P. Hoff, Commissioner, Salem.

Salary and Expenses of Commissioner.

Salary of commissioner.....	\$2,000
Expense account	1,000
	<hr/>
Total	\$3,000

The compensation for the office clerk and four deputy factory inspectors, together with all other expenses except for the commissioner, are paid out of the factory inspection fund which is separate from the item of salary and expenses for the commissioner, and from which for 1908 was expended about \$7,000. This fund comes from inspection fees which are graded as follows:

One or two persons, \$2.00; three to seven, \$5.00; eight to twenty, \$10.00; twenty-one to forty, \$15.00; and all plants employing more than forty persons the fee is \$20.00. The legislature of 1909 passed an act increasing the salary of the commissioner to \$3,000 on and after January 1, 1911.

In addition to the collection of industrial and labor statistics, it is the duty of the bureau to cause to be enforced all the laws regulating the employment of children, minors and women; all laws established for the protection of the health, lives and limbs of operatives in workshops, factories, mills and other places to which the factory inspection laws apply; also to make a special investigation of the Japanese and Chinese in the state. The office of commissioner is elective by the people the same as other state offices.

PENNSYLVANIA.

Bureau of Industrial Statistics. Organized 1872. J. L. Rocky, Chief, Harrisburg.

Appropriations.

Salary of chief.....	\$2,500
Salary of assistant chief.....	1,600
Salaries of 2 collectors of statistics at \$1,500	3,000
Salary of stenographer.....	1,000
	<hr/>
Total salaries	\$8,100
Expense account	6,000
	<hr/>
Aggregate appropriations	\$14,100

The item for expenses covers the salaries and expenses of special agents, two of whom are employed for a portion of the year. Factory inspection and mine inspection are both under separate departments from the labor bureau.

The duties of the bureau are to impartially inquire into the relations of capital and labor, in their bearings upon the social, educational and industrial welfare of all classes of working people, and to offer practical suggestions for the improvement of the same; to collect such statistics in regard to the wages of labor and the social conditions of the laboring classes as may enable the people of the state to judge how far legislation can be invoked to correct existing evils; and to collect the produc-

tive statistics of agriculture, mining, manufacturing, commercial and other business interests of the state. In fact the language of the act authorizing the establishment of the bureau is so far reaching and comprehensive that the chief feels justified in taking up work never undertaken before which he believes will be highly beneficial to the state.

RHODE ISLAND.

Bureau of Industrial Statistics. Organized 1887. George H. Webb, Commissioner, Providence.

Appropriations.

Salary of commissioner.....	\$2,000	
All other office salaries.....	1,680	
		<hr/>
Total salaries		\$3,680
All other expenses.....		1,320
		<hr/>
Aggregate appropriations		\$5,000

Factory inspection is under a separate department. The commissioner of industrial statistics is ex-officio superintendent of the census, and in addition thereto he shall collect the facts and statistical details in relation to the condition of labor and business in all mechanical, manufacturing, commercial and other industrial business in the state.

SOUTH CAROLINA.

Department of Agriculture, Commerce and Industries. Organized 1904. E. J. Watson, Commissioner, Columbia.

Appropriations.

Salary of commissioner	\$1,900	
Salary of chief clerk.....	1,400	
Salary of statistical clerk.....	800	
Salary of stenographer.....	600	
Office expenses, special agents, etc.....	3,500	
Salaries of 2 inspectors at \$1,000.....	2,000	
Expenses of inspectors.....	600	
Prize to farmers.....	500	
Printing hand book.....	600	
Extra printing	500	
		<hr/>
Total annual appropriations		\$12,400

In addition to the above, the comptroller general is required to furnish all printed blanks for the use of the labor division of the department.

The commissioner is charged with all work looking to the promotion of agriculture, manufacturing and other industries, cattle raising, and all matters tending to the industrial development of the state. He shall collect and collate in the form of a hand book, information showing the nature and industrial resources and advantages of the state, dealing with soil, climate, raw and manufactured products, agricultural and horticultural products, textile fabrics, manufacturing industries, mines and mining, native woods, means of transportation, cost of living, the market and all material and social advantages for those seeking homes and investments in agricultural or manufacturing industries.

The commissioner shall also collect, assort, systematize and present in a report to the governor, on or before the fifth day of January of each year, who shall transmit it to the general assembly, statistical details relating to all departments of labor in the state, such as the hours of labor, cost of living, supply of labor required and estimated number of persons depending on daily labor for their support; and he and his inspectors may enter buildings and examine the methods of protection from accidents, the means of escape from fire, the sanitary provisions and the means of ventilation, and may make investigations as to the employment of children and women. He is charged with the strict enforcement of labor laws of the state, particularly those relating to child and female labor and as to sanitation in manufacturing and mercantile plants wherein women and children are employed, being empowered to prosecute all violations.

TEXAS.

Bureau of Labor Statistics. Organized 1909. Joseph S. Myers, Commissioner, Austin.

Appropriations.

Salary of commissioner.....	\$2,000
Salary of clerk.....	1,200
Postage and stationery.....	100
Office furniture	150
Traveling expenses	500

Total appropriations \$3,950

The law provides for a commissioner, factory inspector and general clerk, but the appropriation bill made no allowance for the factory inspector. However, this important work will be looked after by the department so far as the means will allow.

VIRGINIA.

Bureau of Labor and Industrial Statistics. Organized 1898.
James B. Doherty, Commissioner, Richmond.

Appropriations.

Salary of commissioner.....	\$2,000
Contingent fund	5,700
	<hr/>
Total appropriations	\$7,700

The commissioner shall collect the usual industrial and labor statistics, and investigate and report to the circuit or corporation court and to the attorney for the state or county all violations of laws relating to labor. Under recent laws factory inspection is becoming one of the features of the bureau and for the purpose of inspection the commissioner may, under proper restrictions, enter any public institution of the state, and any factory, workshop or mine.

WASHINGTON.

Bureau of Labor. Organized 1897. Charles F. Hubbard,
Commissioner, Olympia.

Appropriations.

Salary of commissioner.....	\$2,400
Salary of deputy commissioner (female)..	1,200
Expenses of deputy commissioner.....	750
Salary of chief clerk.....	1,000
Expenses of arbitration.....	500
For factory inspection.....	10,000
For steamboat inspection.....	1,300
	<hr/>

Total annual appropriations..... \$17,150

The deputy commissioner, being a woman, has charge, under the direction of the commissioner of labor, of the enforcement

of all laws relating to the health, sanitary conditions, surroundings, hours of labor and all other laws affecting the employment of female wage earners. The expenses of the commissioner are paid out of the factory inspection fund. He is chief factory inspector and his deputy factory inspectors are paid \$4.00 per day and expenses. Steamboat inspectors are paid \$7.00 per day and expenses for time actually engaged in inspections, and members of temporary boards of arbitration, \$5.00 per day and expenses. An annual fee of \$10.00 is collected of all proprietors of factories, mills or workshops to make up a fund for the expenses of inspection, except where the number of persons employed does not exceed five the fee is \$5.00; and the owner or master of all vessels inspected, other than those subject to inspection under the laws of the United States, are required to pay a fee of from \$5.00 to \$20.00 for inspection, according to the size of the vessel, and \$5.00 for each license issued.

In addition to the collection of industrial and labor statistics, the commissioner shall cause to be enforced all laws regulating the employment of children, minors and women; all laws established for the protection of the health, lives and limbs of operators in workshops, factories, mills and mines, on railroads and other places; all laws enacted for the protection of the working classes; and all regulating and prescribing the qualifications of persons in trades and handicrafts. He is also charged with the administration of the navigation laws relating to the examination and licensing of vessels and persons, and the carrying out of the provisions of the arbitration laws.

WEST VIRGINIA.

Bureau of Labor. Organized 1889. I. V. Barton, Commissioner, Wheeling.

Appropriations.

Salary of commissioner.....	\$1,800
Salary of assistant.....	1,000
Salary of stenographer.....	900
Contingent fund	2,000
	<hr/>
Total appropriations	\$5,700

The contingent fund includes postage, stationery, printing and traveling expenses of the commissioner.

The commissioner and his assistant are also inspectors of factories, workshops and mercantile establishments; and in connection with his office, the commissioner shall maintain a free employment bureau. He shall collect the usual industrial and labor statistics; collect all statistical information that may tend to increase the prosperity of the productive industries of the state; visit and inspect, at least once a year, all the principal factories and workshops in the state, and, upon request of three or more reputable citizens, visit and inspect any place where labor is employed; and enforce all laws relative to the better protection of the life and health of employes in factories and workshops.

WISCONSIN.

Bureau of Labor and Industrial Statistics. Organized 1883.
J. D. Beck, Commissioner, Madison.

Appropriations.

Salary of commissioner.....	\$2,200	
Salary of deputy commissioner.....	1,600	
Other office salaries.....	4,180	
		<hr/>
Total office salaries.....		\$7,980
Salary of chief factory inspector.....		1,500
Salaries of 11 assistant factory inspectors at \$1,200..		13,200
Salary of bakery inspector.....		1,200
Salaries of 4 superintendents of free employment bureaus at \$1,200.....		4,800
Salary of clerk.....		900
		<hr/>
Aggregate salaries		\$29,580

In addition to salaries, there is appropriated a sufficient sum to cover necessary expenses of all departments of the bureau. The office force consists of four men and two women. In the inspection department, besides the chief factory inspector, there are eleven assistant inspectors, one of whom is a woman, and a bakery inspector. There are four superintendents of free employment agencies and a clerk and stenographer at the

Milwaukee office who shall divide his time between the Wisconsin free employment office and the state factory inspector's office. The commissioner has the appointment of all inspectors and all minor officers connected with office direct, and he also recommends to the governor for appointment superintendents of free employment bureaus which are under his direction.

The other duties of the bureau are to collect statistical and other information relating to the manufacturing interests, the industrial classes, and the material resources of the state; to examine into the relations between labor and capital, the means of escape from, and the protection of life and health in, factories and workshops; to investigate the matter of the number of hours exacted from women and children, and the educational, sanitary, moral and financial condition of laborers and artisans; the cost of food, fuel, clothing and building material, and the causes of strikes and lockouts and other kindred subjects pertaining to the welfare of the industrial interests and classes.

SYNOPSIS.

The state bureaus now number thirty-four, located in every section of the country, north, south, east and west. Although the organization was started in New England, it has continued to extend until it now includes nearly all of what may be termed manufacturing states. The first bureau, that of Massachusetts, was organized in 1869; the latest, that of Texas, in 1909, and it is evident that the work will be further extended. Governor Brown of Georgia, in his inaugural address to the legislature the present year, recommended the establishment of an up-to-date labor bureau in that state.

Bureaus were established in South Dakota and Utah in 1890 but, being states of comparatively little manufacturing and labor interests, they were both abolished a few years later; and the Tennessee bureau, organized in 1891, was changed to Mines and Mineral Department in 1894. Otherwise all bureaus established are continuing in the work and in most cases their scope has been enlarged and their available funds increased.

As will be seen the appropriations for the support of the various bureaus vary from a little more than \$3,000 to over \$200,000 annually, averaging in the neighborhood of \$25,000. The New York bureau has the largest appropriation, \$202,300, and

Louisiana the smallest, \$3,000 with an addition of \$150 biennially for printing the report.

Nearly two-thirds of the bureaus include factory inspection under the jurisdiction of the commissioner, while in most other states where bureaus exist there is a factory inspector independent of the labor bureaus. Twenty-one state bureaus issue annual reports, while thirteen issue biennially.

In Massachusetts and Rhode Island the labor commissioners are charged with the duty of taking a decennial census and for this purpose a large appropriation is made in each state once in ten years.

Although the Massachusetts bureau was organized in 1869, it was not until 1883, when eleven bureaus had commenced business, that a national organization was formed. At the call of Commissioner Henry A. Newman of the Missouri bureau, a convention was held in Columbus, Ohio, on September 26 and 27, 1883, consisting of delegates from six of the state bureaus, and an organization effected, and since that date, with the exception of three years, annual conventions have been held in different sections of the country from Maine to California.

In addition to the thirty-four state bureaus now in existence, we have a national bureau at Washington, D. C., and the census office has been admitted to membership in the national or rather international organization, for the Dominion of Canada and the Province of Ontario have both organized bureaus of labor which are now connected with the international association.

IMPORTANCE OF THE WORK.

In an address to the convention held at Hartford in June, 1889, the late Senator O. H. Platt of Connecticut said:

“When labor bureaus were first established, I think it may have been felt by some that they were merely a concession to a troublesome class of our citizens, but ‘we builded better than we knew.’ They were the need of the century, and that fact is coming to be fully recognized. As investigators you occupy a position second in importance to none, and your responsibility is consequently great. What we, who cannot spend the time to investigate, wish to know, is exact truth. We do not wish to be fed with speculation, but with cold, unimpeachable facts.

Your work will be slow, your labors difficult and often times discouraging, but the fruits of your labor, well performed, will be ample and satisfactory. Like the leaves of that tree planted by the River of Life, your conclusions are to be for the 'healing of the nations.' "

After thirty-two years' service as labor commissioner, first at the head of the Massachusetts bureau and later at the head of the United States bureau, in his farewell address to the international association in session at San Francisco, California, September 5-9, 1905, Hon. Carroll D. Wright wrote :

"I have only given you, gentlemen, some of the facts or results of the investigations of our bureaus. A more careful study of this feature of our work would, I think, bring out a vast deal of information which, if laid before the public, would convince any persons, if there are such, doubting the value of this great chain of offices devoted to investigations, that the money is wisely and efficiently expended. Of course the indirect, subtle influence growing out of the presentation of social and industrial facts cannot be defined, like that of the bureau of labor at Washington, in making a conclusion and giving an analysis of the statistics of cities, resulting in calling the attention of city officials to the varied methods of keeping municipal accounts. Today there is a determined effort to establish uniformity in such accounts. The educational influence of the bureaus is great indeed, and they should be considered as part of the educational influence of the country. In such respects one might as well try to state statistically just the value of our public schools to a boy as to try to define with any degree of accuracy the influence of statistics.

"You have a grand mission to perform and you appreciate the responsibilities placed upon you. The question is sometimes asked, 'Have not these bureaus covered about everything?' and the answer must be that statistical investigations are in their infancy. The methods of statistics will become more scientific, more analytical, results will be reached that are not now comprehended, co-ordination will succeed confusion and chaos, classifications will be broader and more far reaching; in all these things you perform your part."

OPPORTUNITIES FOR NEW INDUSTRIES.

Continued from 1907.

In 1907 this bureau prepared and published an article on opportunities for new industries in Maine, and in order to get the facts for the article, blank schedules were sent to the assessors of every city, town and plantation in the State. We received back the schedules, more or less completely filled, from 16 cities, 312 towns and 43 plantations, a total of 371 municipalities, leaving 4 cities, 116 towns and 30 plantations, a total of 150, not heard from.

The present year we have taken up the same matter with these 150 delinquent places and have received back filled schedules from 139, leaving the cities of Biddeford, Lewiston, Portland and South Portland, to whom no schedules were sent the present year, the towns of Abbot, Baileyville, Bethel, Wilton and Woodville, and the plantations of Allagash, and No. 21 in Washington county still delinquent.

Maine is rich in her water powers, the volume of which can only be approximated. In his "Water Power of Maine," published in 1869, forty years ago, under the head of "General Elevation," Walter Wells says:

"The mean elevation of a country is one of the most difficult of its physical conditions to ascertain, and is generally one of the last to be ascertained. After exploring all sources of information within reach, as the surveys of the British and our own government, made in connection with the N. E. Boundary controversy, surveys for railroads, surveys for canals, and private explorations in special localities, the observations involved being several hundred in number, I have fixed upon the figure of 600 feet as very nearly expressing the mean height of the surface of our State above the level of the sea.

"The 1,229,200,000,000 cubic feet, more or less, of water annually delivered by our rivers, fall therefore on their passage to the sea through the mean distance of 600 feet, and in their

descent yield a gross power of 4,429 horse for each foot of fall. This being multiplied by the total average fall in feet, gives 2,656,200 horse powers gross, which are equivalent to the working energy of over 34,000,000 men, laboring without intermission from year's end to year's end.

"The power, if its efficiencies were concentrated into the ordinary working hours in manufactories, namely, eleven, for 312 days per annum, would be equal to 6,623,100 horse.

"Of course a very considerable fraction of the force alluded to, exists where circumstances prevent it from being of present economical value, some of it where it can never be made of account as a source of power; much of it is consumed in overcoming the friction and resistance encountered by the waters on their passage to the tide, and much of it enters the ocean in the form of the *velocity* of rivers. But there still remains an enormous sum of power that can be made available for use at low cost. * * * * As to the actual amount that can be brought into use for the usual working hours of the year, with an expenditure that would be deemed reasonable at now existing prices of mechanical power, it is a sufficiently close approximation to assign a figure between one and two millions of horse powers."

To show that only a fraction of this power has yet been utilized we here give the number of water wheels and the volume of power in use in the State in 1908, it being from a report of the National Conservation Commission and compiled by the Bureau of the Census, and published in the "Statistical Abstract of the United States" for 1908, pages 26 and 27.

The number of water wheels in use in Maine is 2,797, developing 343,096 horse power. Distributed among the principal drainage basins, the Androscoggin has 683 wheels, developing 123,455 horse power; Penobscot, 518 wheels, developing 70,454 horse power; Kennebec, 659 wheels, developing 63,936 horse power; Saco, 237 wheels, developing 25,332 horse power; Presumpscot, 179 wheels, developing 20,569 horse power; Saint Croix, 89 wheels, developing 20,500 horse power; Saint John, 147 wheels, developing 13,681 horse power; leaving 237 wheels, developing 5,169 horse power on the minor rivers emptying into the Atlantic. Among all the states of the Union, New York

and California only exceed Maine in developed water power, and yet not one-fourth of the available power is utilized.

For those wishing to embark in manufacturing, be it the man who needs only a very small power for a part of the year, or the corporation that wishes to erect an immense cotton mill, the State has the available water powers and, to a large extent, the means of transportation.

On June 30, 1908, there were 2,173.91 miles of steam railroad in the State, extending well over the settled portion and giving convenient transportation; and 412.76 miles of electric road.

The coast of Maine doubtless includes more good harbors than any other shore line of equal length in America. Ten of the sixteen counties are on navigable waters and more than one hundred cities and towns are accessible by steamboats and sailing vessels. The State has a total of 136.41 miles of navigable rivers, over which 1,515,137 tons of freight were moved in 1905.

Not only has the State the water powers to drive a vast amount of machinery, either directly or by the generation of electric power, and the facilities by land and water for the transportation of the products, but the raw material is here in large quantities. It is estimated that the growth of the spruce in our forests is furnishing a continuous annual crop of more than 600,000,000 board feet of lumber, and it is noteworthy that in this investigation we find more towns desiring the erection of lumber mills than of any other class. The distribution of our granite, ready to be wrought into building material, our clay and sand for the manufacture of brick and tile, is as broad as the boundaries of the State; and although our limestone and slate deposits are less extensive there is sufficient of these materials within our borders to make them practically inexhaustible.

The textile industries are profitably carried on in Maine and are capable of great expansion. The packing of sardines and the curing of fish are extensive industries but have by no means reached their limit. The canning of sweet corn, fruit and vegetables can be profitably extended in many sections. The manufacture of shoes, clothing and machinery gives employment to thousands of our people, and scores of other industries, great

and small, are bound to expand as the country increases in population.

One of the industries that should appeal to the young man of moderate means is agriculture. There probably is no state in the Union where good farming land can be purchased at so low a price as in Maine, and no state where the leading crops average a yield so large or a value per acre so high as in this State. In the raising of potatoes, Maine easily leads all other states. In 1908 the crop in Maine averaged 225 bushels per acre; Utah, the state having the second highest yield, averaged 160 bushels per acre; while the yield for the whole country averaged 85 7-10 bushels per acre. Maine raised 26,100,000 bushels on 116,000 acres, while New York, the only state producing more potatoes than Maine, raised 34,850,000 bushels on 425,000 acres, an average of 82 bushels per acre. Eight states planted a larger acreage than Maine. The average farm value of potatoes in Maine on December 1 was nearly ten cents per bushel below the average for the whole country, yet an average acre in Maine was worth \$137.25; in Utah, \$88.00; and for the entire country, \$60.49.

Orcharding, dairying, market gardening, the raising of live stock, poultry, small fruits, etc., when carried on in a proper location and with the energy and intelligence usually given to mercantile and commercial pursuits, are as certain to produce as profitable results.

Never since the early settlement of the State, when land was practically given to actual settlers, has there been so great a demand for farms and farm lands as has existed within the last few years. While for generations, a large number of the farms in the State could be purchased for less than the cost of the buildings, in recent years prices in many sections have increased, while in others farms can yet be bought at a nominal price. In some of the best potato sections on the Aroostook river the prices of farms have gone so high as to be prohibitive to a prospective purchaser unless he already possesses a competency, yet in most any other section of the State the prices are low when compared with most other sections of the country.

According to present indications, the State of Maine will in the near future not only largely increase as a manufacturing

state but will become the leading agricultural state in New England, excelling in dairy and orchard products as it now exceeds nearly every other state in the Union in the production of potatoes.

The information in regard to opportunities for new industries received from the 139 before-mentioned towns, which is here presented, together with that of the 371 which was given in our report for 1907, covers the entire State except the wild lands and the 11 delinquent municipalities referred to at the beginning of this article.

AROOSTOOK COUNTY.

Bancroft.

Bancroft lies thirty miles southerly from Houlton, and is on the Maine Central Railroad. It was incorporated February 5, 1889, and in 1900 had a population of 318. There are several valuable water powers in town but our correspondent reports but one available, that being about four miles from the railroad station. The manufacture of lumber is mentioned as best adapted to the place. A limited number of hands would be available for work in any new industry. Wells and springs furnish water for home use and the town has telephone connection.

Bridgewater.

Bridgewater lies twenty-two miles north of Houlton, and is on the Bangor and Aroostook Railroad. It was incorporated March 2, 1858, and had a population of 1,179 in 1900. There are no unused, available water powers in town. The manufacture of farm wagons and sleds and hand sleds are mentioned as best adapted to the place. There is a good supply of sand and lumber and the facilities for the shipment of freight are good. Help could be secured in the vicinity for new industries.

Wells and springs furnish water for household purposes. The town has telephone service and an electric light plant is contracted for. The town has been liberal with those establishing new industries. Bridgewater is a fine farming town and its people are prosperous.

Caribou.

Caribou is fifty-four miles northerly from Houlton. It was incorporated April 5, 1859, and in 1900 had a population of

4,758. Both the Canadian Pacific and the Bangor and Aroostook railroads pass through the town and the facilities for the shipment of freight are good. No unused water powers are reported, although lands are available for mill sites not far from railroad stations.

The town has a good water system, electric light plant and a telephone exchange, and withal is among the most prosperous towns in northern Aroostook. It is principally an agricultural town, and the shipments of potatoes from the various stations within its borders are in the neighborhood of one million bushels annually.

Castle Hill.

Castle Hill is situated on Aroostook river and is fifty-five miles northwest of Houlton. It was incorporated February 25, 1903, and the population in 1900 was 567. The water powers are unimportant and there is no manufacturing except a little lumber for local use. A branch of the Bangor and Aroostook Railroad is now building past the town very near the town line. The town contains some clay and lumber, but farming is the principal occupation of the inhabitants, the production of potatoes, grain and apples, and sheep husbandry and dairying are extensively carried on.

The manufacture of starch and cheese is mentioned as well adapted to the place. Some help could be obtained in the vicinity for any new manufacturing industry, but the only demand at present is for farm laborers. There are some deposits of iron ore. It is claimed by persons competent to judge that, considering the quality of soil, farm lands can be purchased at a lower rate in Castle Hill than anywhere else in that section of the country.

Dyer Brook.

Dyer Brook lies twenty miles southwesterly from Houlton on the Bangor and Aroostook Railroad. It was incorporated March 31, 1891, and had a population of 280 in 1900. There are several unused water powers in town from one to five miles from the railroad station, but none are available.

Only a small part of the township is settled and there is no proprietors' land for sale at any price. There are no manufacturing industries in town, the people being almost wholly



Part of Fort Fairfield village, Aroostook county, Maine.

engaged in agriculture. There is a good supply of sand, clay and lumber. Water for household purposes is obtained from artesian wells and brooks, and the town is connected by telephone.

Fort Fairfield.

Fort Fairfield is forty-six miles north of Houlton and is on the lines of the Canadian Pacific and Bangor and Aroostook railroads. It was incorporated March 11, 1858, and in 1900 had a population of 4,181. One unused, available water power is reported with available lands near the railroad line.

The town is deficient in clay, sand, granite and lumber, but has a very productive soil and agriculture is the leading industry, and the principal call for help is for farm laborers, especially in harvesting potatoes in the fall. The town contains a telephone exchange, electric light plant and water works, spring water being furnished. The electric power here used is developed at the Grand falls of the Aroostook river in New Brunswick, about four miles distant.

Frenchville.

Frenchville lies on the south bank of Saint John river and is one hundred and ten miles northerly from Houlton. It was incorporated February 23, 1869, and had a population of 1,316 in 1900. Four unused, available water powers are reported some ten or twelve miles from a railroad station at Fort Kent. The manufacture of pulp, and long and short lumber are mentioned as best adapted to the place. There is a good supply of clay, sand and lumber and telephones are in use.

Grand Isle.

Grand Isle lies ninety miles northwesterly of Houlton and is about fifteen miles above Van Buren, the present terminus of the Bangor and Aroostook Railroad, but our correspondent states that the extension is being built the present year. It was incorporated March 2, 1869, and in 1900 had a population of 1,104. The town has a good supply of clay, sand and lumber, and the manufacture of lumber is mentioned as best adapted to the place. Help could be secured in the vicinity for new industries. The town has telephone service but no water system.

Linneus.

Linneus lies nine miles southwesterly from Houlton. It was incorporated March 19, 1836, and in 1900 had a population of 834. It has a good supply of clay and sand and considerable lumber, but there are no unused water powers. The situation is much better for successful farming than for manufacturing. Some help would be available for new manufacturing industries. Wells and springs furnish water for household purposes, and telephones are in use.

New Limerick.

New Limerick lies six miles west of Houlton on the Bangor and Aroostook Railroad. It was incorporated March 18, 1837, and had a population of 600 in 1900. One unused, available water power is reported with all necessary lands one mile from the railroad station.

The manufacture of lumber is said to be best adapted to the place. Some help could be obtained in the vicinity for work in new industries. Nothing has ever been offered in the way of inducements for capital to invest in town. There is telephone service but no water system.

Washburn.

Washburn lies west of Caribou and Presque Isle, the Aroostook river passing through the town. It was incorporated February 25, 1861, and in 1900 had a population of 1,225. A branch of the Bangor and Aroostook Railroad is now under construction which will pass through the town, also an electric road connecting the town with Presque Isle.

There are no unused water powers and the town is better adapted to farming than to manufacturing, and the farms seem to utilize all the surplus help. There is a lack of clay, sand, granite, etc. Most of the water for household purposes comes from drilled wells. The town has telephone service.

Weston.

Weston is thirty miles south of Houlton and four miles northerly from the railroad station at Danforth. It was incorporated March 17, 1835, and in 1900 had a population of 367.

It has no water power nor manufacturing of any kind. Farming is the principal business. A limited number of hands might be available for work in new manufacturing industries. The town has telephone service but no water system.

Cary Plantation.

Cary plantation lies ten miles south of Houlton. It was organized as No. 11 Range 1 plantation June 30, 1859, and the name changed to Cary January 27, 1883. The population in 1900 was 400. Our correspondent reports three unused, available water powers, one of 100; one of 50, and one of 30 horse power, with sufficient lands for all purposes, about nine miles from a railroad station, and mentions the manufacture of long and short lumber as best adapted to the place. There is a good supply of clay, sand, granite and a large amount of lumber.

A steam saw mill owned by a starch manufacturing company, which had been idle for the last three years, stands eight miles from a railroad station, and could be purchased at a reasonable price. The place is in great need of a mill to manufacture long and short lumber for the local supply. Such standing timber as spruce, fir, cedar, hemlock, birch, maple, ash, beech, poplar and basswood are very plentiful. The plantation would vote an abatement of taxes for a term of years on any worthy manufacturing plant. The only industry calling for extra help is the manufacture of starch and this work lasts but a short time. A plant giving steady employment would be much appreciated. Wells, springs and brooks furnish water for household purposes, and telephones are in use.

Caswell Plantation.

Caswell plantation is sixty miles north of Houlton. It was organized as Pleasant Ridge in 1879, and the following year the name was changed to Caswell. The population in 1900 was 368. It is about five miles to a railroad station. There are no water powers and no manufacturing plants except for lumber and starch which are run by steam power.

This is essentially a farming township only half developed, with a good supply of land for farms. This industry gives employment through the summer season to most of the local

available help. Wells and springs furnish a good supply of water. There is telephone service, also a small electric light plant.

Cyr Plantation.

Cyr plantation is seventy miles north of Houlton. It had a population of 502 in 1900. No water powers are reported and there is no manufacturing. A starch factory would be welcomed. There is a good supply of clay, sand, granite and lumber. Telephones are in use and wells supply water for household purposes. This is mostly a farming community and adjoins Van Buren.

E Plantation.

E plantation is twenty-eight miles north of Houlton. It was organized September 26, 1898, and had a population of 44 in 1900. This is a half township and is about five miles from a railroad station in the adjoining town of Blaine. The streams are small and there are no important water powers.

The plantation has a good supply of sand and lumber, and is well adapted to farming. Our correspondent informs us that they need more settlers to open up the wild land, also a mill for the manufacture of lumber. No telephones have yet been set up. The water is obtained from brooks and springs.

Glenwood Plantation.

Glenwood plantation lies thirty-two miles southwesterly of Houlton. It was first settled in 1833, and in 1900 had a population of 187. There is one unused, available water power in the plantation with plenty of land for buildings and yards twelve miles from a railroad station. There is no manufacturing but the township contains a good supply of lumber. There is no industry in town outside of farming to give employment to labor.

Hamlin Plantation.

Hamlin plantation is seventy miles north of Houlton. The population in 1900 was 574. It has one unused, available water power with sufficient lands for all purposes about one mile from the railroad station in Van Buren. It is suggested that the manufacture of lumber is best adapted to the town. There is a good supply of sand and clay. Considerable help would be

available from this vicinity for new industries. Telephones have been introduced.

Hammond Plantation.

Hammond plantation lies about seven miles northwest of Houlton, its nearest railroad station. It was organized February 17, 1886, and had a population of 116 in 1900. There is no unused water power, one small stave mill being all the manufacturing plant in the plantation. There is considerable spruce and hemlock and a very large amount of the hard woods, and some plant which would use hard or soft wood for a raw material would be well adapted to the place.

There is always a good demand for help in the potato harvest, but otherwise nothing in town to give employment to labor. Springs and wells furnish water for household purposes and telephones are in use.

Macwahoc Plantation.

Macwahoc plantation is forty-five miles southwesterly from Houlton in the extreme south end of the county. It was organized December 16, 1851, and in 1900 the population was 153. Two good, unused, available water powers with plenty of land are reported, being about seven miles from the railroad station in Kingman. There is a good supply of sand, clay and lumber, and any industry using the hard or soft woods for a raw material would be well adapted to the place. The water is excellent and is generally obtained from wells. There is telephone service.

Moro Plantation.

Moro plantation is twenty-four miles west of Houlton. It was organized under the name of Rockabema in 1850 and the name was changed to Moro ten years later. The population in 1900 was 217. One unused, available water power of sixteen horse power is reported, being about ten miles from a railroad station. The township contains some lumber and its manufacture is mentioned as best adapted to the town. A limited number of hands would be available for work in any new manufacturing industry. A few telephones are in use.

New Canada Plantation.

New Canada plantation is seven miles south of Fort Kent. It was organized November 9, 1881, and had a population of 419 in 1900. The water powers are unimportant and the place is better adapted to farming than to manufacturing. There is telephone service.

Oxbow Plantation.

Oxbow plantation is forty-five miles northwest of Houlton and nine miles above Masardis on Aroostook river. It was first organized as No. 9 Range 6 plantation in 1848, and in 1870 under a new organization it took the name of Oxbow. The population in 1900 was 153. There are several good water powers within the limits of the township but none are occupied. The manufacture of lumber is mentioned as best adapted to the place. There is a good supply of clay and lumber.

The only industry where men can find employment is in cutting and driving lumber. There is said to be considerable good farming land along the streams and river but the great bulk of the township is only fit for the growth of timber and the proprietors refuse to sell to settlers. Telephones are in use and wells furnish the water for household purposes.

Saint Francis Plantation.

Saint Francis plantation lies fifteen miles up Saint John river from Fort Kent and is opposite the mouth of Saint Francis river. In 1900 it had a population of 568. There are several unused, available water powers with sufficient lands for buildings and yards. A branch of the Bangor and Aroostook Railroad is being built from Fort Kent to this place the present season.

There is a good supply of lumber and the manufacture of lumber and the raising of potatoes are mentioned as best adapted to the place. Help is available for new industries. Telephones are in use and wells generally furnish the water for household purposes.

Saint John Plantation.

Saint John plantation is seven miles west of Fort Kent and the branch railroad now building to Saint Francis will pass through this plantation. It had a population of 371 in 1900.

The water powers are small. There is a good supply of clay, sand and lumber and the manufacture of lumber is mentioned as best adapted to the place. There is telephone service but no water system.

CUMBERLAND COUNTY.

Brunswick.

Brunswick is situated twenty-five miles northeast of Portland. It was incorporated in 1738 and in 1900 the population was 6,806. The town is on the main line of the Maine Central Railroad, and is the junction of branch lines to Lewiston and to Bath. It is also the junction of the Lewiston, Augusta and Waterville street railway, and the Portland and Brunswick street railway which makes the facilities for the receipt and shipment of freight very desirable. Adjacent to railroad there is land suitable as building sites for manufacturing or business purposes and in the town of Topsham on the opposite side of the Androscoggin river there are two water powers that could be utilized for manufacturing purposes. The industries best suited to the town are the manufacture of cotton, woollens, pulp and paper, and any kind of wood or metal work. There are no vacant buildings that could be used for manufacturing purposes and very few people out of employment, but from adjacent towns help could be secured for any new industry.

The natural products are clay, sand, granite, limestone and lumber and these exist in good quantities. There is an excellent supply of pure water for household purposes. There is no gas plant but there is an electric light plant and there is under construction a new one that will develop more than 2,000 horse power. The board of trade is active in assisting new industries to locate here and the assessors are very lenient in the matter of taxes upon new business.

Although Brunswick has exceptional advantages for manufacturing, it is fast developing as a desirable residential and summer resort. Popular seashore resorts including Harpswell, Orr's Island, etc., are situated within a few miles and are easily accessible. Brunswick takes great pride in her public schools and also as being the seat of Bowdoin College, the oldest and best equipped educational institution in the State. As an agri-

cultural center Brunswick has many good farms and the soil is productive and profitable crops are produced.

Cumberland.

Cumberland lies on the coast ten miles northeast of Portland. The Maine Central and the Grand Trunk railroads both pass through the town. It was set off from North Yarmouth and incorporated March 19, 1821, and in 1900 had a population of 1,404. The water powers are small but well utilized mostly in running small lumber mills. There is no manufacturing of importance. The town contains clay, sand and some lumber. Telephones are in use but there is no water system.

Farming is the principal business, market gardening and the raising of poultry and eggs being leading branches, the nearby city of Portland and the numerous summer cottages affording exceptionally good markets. A majority of the young people leave home for employment. A large number are sailors or fishermen. Both the main land and the outlying islands afford ample sites for summer cottages.

Falmouth.

Falmouth fronts on Casco bay and is seven miles north of Portland. It was incorporated in 1718 and originally included Portland, Westbrook, South Portland and Cape Elizabeth. The population in 1900 was 1,511. Both the Maine Central and Grand Trunk railroads have stations in town and the facilities for the receipt and shipment of freight are good. There is a good supply of clay but there are no unused available water powers. There are plenty of available lands near the railroads suitable for building sites and help could be readily obtained in the vicinity for new industries.

The town has telephone service and electric lights, and water is supplied by the Portland Water District. No inducements have ever been offered to capitalists to locate manufacturing industries. Falmouth is a good agricultural town and has many well cultivated farms, and market gardening is carried on to considerable extent. Falmouth Foreside with its mineral spring is quite a popular summer resort.

Gorham.

Gorham is situated ten miles from Portland. It is one of the townships that was granted in 1728 to the men (or their heirs) who served in King Philip's war in 1675. It was incorporated in 1764, and in 1900 the population was 2,540. The Worcester, Nashua and Portland division of the Boston and Maine Railroad and the White Mountain division of the Maine Central Railroad both run through the town and the facilities for freight are good.

Contiguous to the railroads there are lands desirable as sites for buildings for manufacturing or other purposes but there are no water powers of any importance. Shoe shops or other industries that would use steam or electric power are best adapted to the town. There is a good supply of clay, sand and lumber. No additional labor is required for present business and new industries would find no difficulty in securing sufficient desirable help. There is a good supply of water for household and other uses, taken from Lake Sebago. Electrical power for lighting and business purposes is furnished from a plant located at Westbrook.

Gorham is a very desirable and agreeable suburban residential town for the city of Portland, and the natural advantages of good soil and the nearness of market makes it a favorable field for manufacturer and farmer. This is also the seat of a State normal school which makes the educational advantages very desirable.

Harpswell.

Harpswell is situated fourteen miles northeast of Portland by water, and forty miles by land. It consists of a peninsula about nine miles in length, extending in a southwesterly direction, with a line of islands on each side. It was incorporated January 15, 1758, and in 1900 the population was 1,750. Transportation from Portland is by the Harpswell and Casco Bay line of steamers. The nearest railroad station is at Brunswick. There are no natural products except a small amount of clay and some beach sand, and there are no manufacturing industries. Wells furnish a supply of water for household purposes, and there is telephone service. The inhabitants of

the town are employed principally at fishing, farming and catering to the wants of summer visitors.

The peninsula and the islands that are included in the town are among the most popular and attractive summer resorts on the Maine coast. Orr's Island, one of the group, is the scene of Mrs. Harriet Beecher Stowe's interesting story, "The Pearl of Orr's Island." She says that the scenery of Harpswell is of more varied and singular beauty than can ordinarily be found on the shores of any land whatever, and that a ride across some of the islands is a constant succession of pictures whose wild and solitary beauty entirely distances all power of description.

Harrison.

Harrison is forty miles northwest of Portland. It was set off from Otisfield and Bridgton and incorporated March 8, 1805, and in 1900 the population was 969. The terminus of the Bridgton and Saco River Railroad is in this town which affords good facilities for the receipt and shipment of freight. Harrison has no unused available water powers, but there are lands suitable for building sites for manufacturing plants, within easy reach of the railroad, that can be obtained at reasonable prices.

The town contains clay, sand and considerable lumber, has telephone service but no regular water system. Through the summer season a line of passenger steamers connect daily with Sebago Lake station on the Maine Central Railroad. There are long lines of lake shore in town which are being utilized as sites for cottages and camps for summer schools. The sail between Sebago Lake station and Harrison village, through Sebago lake, Songo locks, Bay of Naples and Long lake, is said to be one of the most charming on the inland waters of the State.

Naples.

Naples lies thirty miles northwest of Portland at the head of Sebago lake. It was set off from Sebago, Bridgton, Harrison, Otisfield and Raymond and incorporated March 4, 1834, and in 1900 had a population of 813. A line of passenger steamers is run four months and of freight steamers six months of the year, connecting with the Maine Central Railroad at Sebago Lake station.

At Edes' Falls on Crooked river, in the eastern part of the town, are two unused, available water powers of approximately 100 horse power each which, with all necessary lands, are about three miles from the steamboat landing and twelve from a railroad station. The manufacture of lumber, shooks, boxes, apple barrels, etc., are mentioned as well adapted to the place. There is one building formerly used as a manufacturing plant which might be utilized as a saw mill or wood working plant.

The town contains a good supply of clay, granite, sand and lumber, and some help would be available for new industries. The only business calling for extra help is that growing out of the summer travel. The town has telephone service and a limited amount of electric light. Wells and springs furnish water for household purposes. The town has in the past exempted from taxation some mill and hotel property but the limit has expired.

Raymond.

Raymond is situated on the northeastern shore of Sebago lake, twenty miles north of Portland. It was incorporated June 21, 1805, and in 1900 the population was 823. The facilities for handling freight are not good as it is ten miles to a railroad station. There is land suitable for business or manufacturing purposes, and one water power that is unused. The natural products are clay, sand, granite and lumber. The manufacture of lumber is mentioned as being best adapted to the town. There are no industries that require additional labor and there would be some difficulty in obtaining sufficient help for any new industry.

There is no municipal water system but one could easily be established as the conditions are very favorable. There is telephone service but no gas or electric light plant. Raymond is favorably situated for a summer resort as there are five ponds that come within the limits of the town and mountain scenery that is grand and pleasing.

Windham.

Windham lies twelve miles northwest of Portland on the Mountain division of the Maine Central Railroad, and the facilities for the receipt and shipment of freight are good. It was incorporated June 12, 1762, and in 1900 had a population of

1,929. Five unused, available water powers are reported situated from one to three miles from a railroad station. There is one vacant building in town suitable for a woolen mill. There is plenty of clay and sand. Wells, springs and Sebago lake furnish water for household purposes, and the town has telephone service. Windham has a considerable stretch of lake shores and many summer cottages have been erected.

FRANKLIN COUNTY.

Avon.

Avon is situated fifteen miles northwest of Farmington, on the line of the Sandy River Railroad to Phillips. It was incorporated February 22, 1802. In 1900 the population was 448. The nearest railroad station is at Phillips about three miles distant. The Sandy River Railroad being narrow gauge, freight has to be reshipped at Farmington.

There is one unused, available water power of about thirty horse power, and land available for manufacturing purposes. The natural products, such as clay, sand, granite and lumber abound. There is an abundance of hard wood and industries using this material will find very favorable conditions. There are no unoccupied buildings that could be used for manufacturing purposes. Water for household purposes is furnished by the Phillips Water Company, but many families depend upon wells and springs. There is telephone service but no electric light or gas plants.

Eustis.

Eustis was incorporated February 18, 1871, and in 1900 had a population of 436. There are no railroad stations in the town which makes the facilities for handling freight very poor. There is land suitable for manufacturing or business purposes.

There is one unused, available water power of about 200 horse power and a good supply of water for household purposes. The manufacture of hard wood products is best adapted to the town, as there is an abundant supply of this material. There are also deposits of granite, clay and sand. Help can be obtained for any new industry. There is telephone service and an electric light plant.

Farmington.

Farmington, on Sandy river, is the shire town of Franklin county. It was incorporated February 1, 1794, and in 1900 had a population of 3,288. The facilities for the receipt and shipment of freight are good, the Maine Central Railroad having two stations within the limits of the town, and the Sandy River and Rangeley Lakes Railroad one.

All the water powers are in use to some extent. There are plenty of building sites near the railroad where other power could be used, and the manufacture of shoes and lumber are mentioned as being well adapted to the place. Two factory buildings, where formerly doors, sash and blinds were made, are now vacant, and it is suggested that they would be convenient for novelty wood turning. There would be some available help in case of new manufacturing plants, and the town would exempt from taxation for a term of years and would welcome any good manufacturing concern. The town has an excellent gravity water system, also telephones and an electric light plant. It is also the seat of a State normal school which makes the educational advantages first class in every particular.

Freeman.

Freeman has an area of 17,000 acres. It was incorporated March 4, 1808, and in 1900 had a population of 397. The Franklin and Megantic Railroad runs through the town and provides good facilities for the handling of freight.

There are three small water powers not in use, situated from twenty rods to three miles from the railroad station. There is a good supply of lumber, granite and sand. Lumber being abundant, its manufacture is best adapted to the town. There is a limited amount of available help for any manufacturing industry that may locate here. There is telephone service. The water for household use is supplied by springs and wells.

Jay.

Jay was incorporated February 26, 1795. The census of 1900 credits the town with a population of 2,758. There are many acres of unoccupied land along the line of railroad suitable for

manufacturing or business purposes. The area is 18,000 acres. The Maine Central Railroad runs through the town and provides excellent freight facilities. There are several valuable water powers on the Androscoggin river, but none are reported as being unused.

The manufacturing of granite, pulp and paper, are the leading industries, furnishing employment for a large number of men. Novelty wood working and shoe factories are among the industries desired and for which sufficient help could be obtained. There is a good supply of granite, sand, clay and lumber. Wells and springs are depended upon mostly for water for household purposes. There is telephone service and parts of the town have electricity for lighting purposes. Jay offers good advantages to engage in agriculture. The soil is loamy and produces good crops of the staple farm products.

Lang Plantation.

Lang plantation is forty-eight miles northwest of Farmington and is on the south branch of the Dead river. The population in 1900 was 87. There is one unused, available water power but its capacity is not given. The township has a good supply of lumber and the manufacture of hard wood lumber is mentioned as best adapted to the place. There is no manufacturing and the only local industry is farming. There are telephones in use and springs and wells furnish the inhabitants with water.

HANCOCK COUNTY.

Eden.

Eden occupies the northeastern portion of Mount Desert island. It has an area of 22,000 acres, about 1,000 of which are covered by water. It was incorporated February 23, 1796, and in 1900 the population was 4,379. The boats of the Eastern Steamship Company from Rockland, which connect with the boats from Boston, run direct to Bar Harbor which is in the eastern part of the town. The boats of the Maine Central Railroad connect with trains at Rockland and also run to Bar Harbor which makes the facilities for handling freight all that can be desired.

There are no water powers capable of developing power to any great extent, and manufacturing is confined chiefly to boat building and carriage making. Agriculture and the fisheries are carried on to a considerable extent but the chief employment of the people is catering to the wants of summer visitors. There is a good supply of granite and clay and help could be secured for any new industries. The water for household purposes is piped from Eagle Lake by gravity system and is of a superior quality. There is telephone service and an electric light plant. Bar Harbor is one of the most popular summer resorts on the Atlantic coast. Its attractions and desirability are so well known and recognized that advertising has become unnecessary.

Gouldsboro.

Gouldsboro is situated between Frenchman's bay and Gouldsboro bay and is twenty-one miles from Ellsworth. It was incorporated February 16, 1789, and in 1900 the population was 1,259. The facilities for handling freight are not of the best as there are no direct railroad or steamboat connections with the town. There are two good water powers that are occupied by small mills, but they are available for other purposes. There is also plenty of lands suitable as sites for buildings and yards for manufacturing purposes. Any kind of small manufacturing industries would be suited to the town. The present industries include two sardine canning factories. These employ help from out of town and sufficient help could be secured for any new business. There are no vacant buildings that could be utilized for manufacturing purposes.

The natural products are sand, granite and lumber. There are also deposits of silver, zinc and copper. Mines have been opened for those metals but they were not found in sufficient quantities to warrant a continuation of operations. At Grindstone Point there is a large deposit of metamorphic or siliceous slate which no doubt has a commercial value if manufactured into grindstones. The water supply for household purposes is taken from wells and springs. There is telephone service but no electric light or gas plant. Summer visitors find this a delightful resort as there is beautiful marine and mountain scenery and splendid opportunities for boating, fishing, bathing and driving.

Hancock.

Hancock is situated nine miles southeast of Ellsworth. It is the terminus of the Mount Desert branch of the Maine Central Railroad, also the Washington County Railroad, the two roads forming a junction which makes the freight facilities first-class. Connection is made here with the Maine Central steamboat line for Bar Harbor. The town was incorporated February 21, 1828, and in 1900 the population was 900.

There are two unused available water powers but no estimate is given of the power they are capable of developing. These water powers and lands suitable for manufacturing purposes are situated from one-fourth to one and one-half miles from the railroad station. There is a good supply of clay and sand and sufficient help could be secured for new industries. Wells are depended upon mostly for a supply of water for household purposes. There are no gas or electric light plants but there is a telephone service. The southern portion of the town which extends into Frenchman's bay is a popular and desirable summer resort.

Mariaville.

Mariaville was incorporated February 26, 1836, and the census of 1900 credits the town with a population of 218. In this town there are acres of land suitable for business purposes but the nearest railroad station is at Ellsworth twelve miles distant. There are five unused, available water powers of from 50 to 200 horse power. Small manufacturing plants would be best adapted to the town as there would be some difficulty in securing the necessary help. There are many good farms, especially along the Union river which passes through the northern part of the town. There is no water system but the town has telephone service.

Mount Desert.

Mount Desert formerly included the whole of Mount Desert island. It was first settled by French Jesuit missionaries in 1608. The first English settlement was in 1760. The date of incorporation is February 17, 1789, and in 1900 the population was 1,600. The steamboats of the Maine Central Railroad and of the Eastern Steamship Company running from Rockland

make landings here and provide good facilities for handling freight.

There are three unused water powers and sufficient available lands that are conveniently located and suitable for manufacturing or business purposes. There is one vacant building that could be utilized for the manufacture of shoes, or as a woolen mill. Either of those industries are well adapted to the opportunities offered and there would be no difficulty in securing the necessary help.

There is an abundance of granite and considerable lumber. The granite business at Somes' sound furnishes employment to a large number of men. There is an excellent water supply for household and other purposes taken from lakes and operated by gravity system. There is also telephone service and an electric light plant. The principal villages are Northeast Harbor, Seal Harbor and Somesville. These places are popular summer resorts having all of the attractions offered by the other towns on the island, including mountains, lakes and ocean scenery.

Sorrento.

Sorrento was set off from the town of Sullivan and incorporated March 8, 1895, and in 1900 the population was 117. It is opposite the terminus of the Mount Desert branch of the Maine Central Railroad where ferry boats connect with all trains. There are no water powers, but the supply of water for household purposes is good, being furnished by a gravity system. Land can be obtained for business or manufacturing purposes and there would be no difficulty in securing help for any new industry. The manufacture of shoes would be adapted to the town but any other business would be greatly appreciated. There are no vacant buildings that could be utilized for manufacturing purposes and no granite, sand, clay or other natural products but there is telephone service and an electric light plant.

Surry.

Surry is situated on the west side of Union River bay. Ellsworth, where is located the nearest railroad station, forms the northeastern boundary. The area is about 25,000 acres. The town was incorporated June 23, 1803, and in 1900 the population was 900. There are several unused water powers situated

about two miles from tide waters and also sufficient available lands suitable for any purpose. Any manufacturing industry would find good opportunities and would have no difficulty in securing the necessary help, and also an exemption from taxes for a term of years. There are good deposits of clay and sand and some granite.

Wells and springs furnish a pure and sufficient water supply for household purposes. There are no vacant buildings that could be utilized for manufacturing purposes and no gas or electric light plant, but there is telephone service. In the southern part of the town a neck of land extends into Union River bay making a desirable location for summer residences. The opportunities for boating and yachting are not excelled anywhere in the State. There is also a splendid view of Mount Desert and other islands in the vicinity. Combined with these attractions is the fact that land values are reasonable, all of which tend to make this a splendid location for a summer colony.

Long Island Plantation.

Long Island plantation lies south of Mount Desert island. It is fifteen miles from Tremont with which it is connected by steamboat. Eight islands are included in the plantation, namely: Long island, Harbor island, Crow island, two Duck islands, East Black island, Plasentia island and Pond island. The population in 1900 was 174. The inhabitants are engaged principally in the fisheries. At Black island there are granite deposits that are worked somewhat during the summer seasons. The water supply for household purposes is taken from springs and wells. There is no telephone or telegraph connection with main land.

No. 8 Plantation.

No. 8 plantation is situated five miles east of Ellsworth. It was reorganized May 13, 1896, and in 1900 the population was 17. There are no available water powers and no railroad station nearer than Ellsworth. The plantation is said to contain some land that is suitable for farming. There are also good opportunities for raising sheep. Wells and springs furnish a good supply of water for household purposes. There is no telephone service.

No. 21 Plantation.

No. 21 Plantation is situated near the center of Hancock county. In 1900 the population was 58. There are no facilities for handling freight as the nearest railroad station is eighteen miles distant. There is a good supply of lumber and a lumber and grist mill would be well suited to the needs of the plantation. There are good opportunities for farming as the soil is fertile and produces good crops. There is telephone service and wells and springs furnish an excellent supply of water for household purposes.

KENNEBEC COUNTY.

Chelsea.

Chelsea was set off from Hallowell and incorporated August 17, 1850. It lies on the east bank of Kennebec river five miles southeast of Augusta and is on the Kennebec Central Railroad. The Togus National Soldiers' Home is in the north part of the town and has electric lights and water system connected from Augusta.

Chelsea has two unused, available water powers, large enough to run saw mills, with sufficient lands for buildings and yards, situated five miles from a railroad station. There is one mill standing, now not in use, but lumber is not plenty. There is a good supply of clay. The town has telephone connections but, outside the soldiers' home, there are no electric lights or water works.

Litchfield.

Litchfield lies sixteen miles southerly from Augusta and is on a branch of the Lewiston, Augusta and Waterville electric railroad. It was incorporated February 18, 1795, and in 1900 had a population of 1,057. Litchfield academy is located at Litchfield Corner in the southern part of the town. Four unused available water powers are reported with sufficient lands for all purposes about eight miles from a railroad station. There are facilities for the shipment of freight over the electric road. There is a good supply of sand, clay, granite and some lumber.

A hoe and fork manufacturing plant is now idle. A limited number of hands would be available for work in any new

industry. The town has telephone service and wells furnish water for household purposes. Litchfield is a good farming town and no effort has been made to induce capitalists to invest in manufacturing plants.

Manchester.

Manchester lies four miles west of Augusta. It was set off from Augusta, Hallowell, Litchfield, Winthrop and Readfield and incorporated under the name of Kennebec August 12, 1850. Name changed to Manchester April 18, 1854. In 1900 it had a population of 518.

There are no water powers and very little manufacturing. The town contains a good supply of clay and granite. Telephones are in use. Manchester is a good farming town and the shores of Cobbosseecontee lake furnish many sites for summer cottages and hotels. A large number of Augusta people make Hammond's grove and other points along the lake their summer home.

Oakland.

Oakland lies six miles west of Waterville and is at the junction of the Maine Central and the old Somerset Railroads. It was set off from Waterville and incorporated as West Waterville February 26, 1873, and the name changed to Oakland March 10, 1883. The population in 1900 was 1,913. The facilities for the receipt and shipment of freight are good.

In the village within one-fourth mile of the railroad station are two large buildings formerly used for the manufacture of scythes and axes. One is located on the dam at the outlet of the Messalonskee lake and the other on a dam below. They are well adapted for ordinary manufacturing purposes and can be rented at a very reasonable rate. The Messalonskee Electric Company owns a fine power station here and is ready to supply electrical power for manufacturing purposes. Good locations at a low price can be had beside the railroad tracks for industries which can be run by electricity. Full particulars can be had from the Secretary of the Board of Trade, Oakland.

Almost any industry except the manufacture of pulp would be adapted to the town. There is a fair supply of lumber and a limited number of hands would be available for work in any new industry. The town has electric car service, telephone

service, electric lights and a water system, the water coming from Messalonskee lake. The town has voted to exempt from taxation for ten years any industrial plant costing over \$5,000.

Vassalboro.

Vassalboro lies on the east bank of Kennebec river and adjoins Augusta on the north. It was incorporated April 26, 1771, and in 1900 had a population of 2,062. Four unused, available water powers are reported but their capacity is not given. They are about three miles from a railroad station. The water powers in this town are very constant on account of the large ponds for flowage.

The Maine Central and also the Wiscasset, Waterville and Farmington railroads pass through the town. There is a fair supply of sand, clay, granite and lumber. There would be considerable available help in case new industries were started. The town has an electric light plant and telephone service but no water system.

Vienna.

Vienna lies twenty-two miles northwest of Augusta and twelve miles from a railroad station. It was incorporated February 20, 1802, and in 1900 the population was 406. There are no unused water powers and but little manufacturing. There is a good supply of clay, sand, granite and some lumber, and the manufacturing of apple and pork barrels are mentioned as best adapted to the town. A limited number of hands would be available for new industries.

Near the village are several mineral springs of some note, from which water for household purposes is obtained. There is an electric light plant and telephone service. Several ponds border the town where a number of summer cottages have been erected and there are good sites for many more.

Windsor.

Windsor is ten miles east of Augusta and is on the line of the Wiscasset, Waterville and Farmington Railroad, and the facilities for the shipment of freight are fair, this being a narrow gauge road. The town was incorporated March 3, 1809, under the name of Malta; name changed to Gerry in 1820, and to Windsor in 1822. In 1900 it had a population of 782.

There are two unused, available water powers reported, one-fourth mile and one mile respectively from the railroad station. The powers are not large but are capable of running machinery the most of the year. Lumber and grist mills are mentioned as best adapted to the place. The town contains clay, granite and considerable lumber.

Wells and springs furnish water for household purposes. The town is better adapted to agriculture than manufacturing, and the present year there is a large increase in the acreage of potatoes, yellow and sweet corn. The raising of sweet corn for canning is very general among the farmers.

KNOX COUNTY.

Appleton.

Appleton is situated sixteen miles northwest of Rockland, and thirty miles east of Augusta. It was incorporated January 28, 1829. The population according to the census of 1900 was 975. The nearest railroad station is five miles from the village. The Medomak and Saint George's rivers run through the town. There is one unused water power of about 100 horse power but no vacant buildings that could be used for manufacturing purposes. There are deposits of clay, sand, granite and limestone, and lumber is manufactured to quite an extent. Some of the precious metals are also found here.

The water for household purposes is taken from wells and springs. There is telephone service but no gas or electric light plants. Appleton is an ideal location for a summer resort. There are beautiful scenery, salubrious air and excellent opportunities for boating, fishing and riding, all of which go to make this one of nature's favored spots.

Hope.

Hope is situated fourteen miles northwest of Rockland which is the nearest railroad station but electric cars and steamboat landing can be reached at Camden, a distance of from four to six miles. The town was first settled in 1782 but was not incorporated until June 23, 1804. The population in 1900 was 599.

There are several water powers, but only one that is unoccupied. This is about 50 horse power and is situated where there

is available land for manufacturing purposes. The principal industry is agriculture. The soil is very productive and other agricultural requirements are very desirable. The manufacture of lumber is mentioned as being best adapted to existing conditions but any manufacturing industry would be welcome and would have no difficulty in securing sufficient help. Springs and wells furnish the water supply for household purposes. There is telephone service but no gas or electric light plants.

Situated within a few miles of the sea coast, and surrounded by the peaceful quiet of an agricultural community, Hope has advantages as a summer resort that are both attractive and desirable. Within the limits of the town are five beautiful ponds, the largest having an area of four square miles, combined with these are beautiful mountain scenic attractions which are almost beyond description.

Thomaston.

Thomaston is situated on Saint George's river three miles southwest of Rockland which, together with South Thomaston, it originally included. It was first known as a trading post in 1630, and the first settlement was made about 1719. It was incorporated March 20, 1777. The population in 1900 was 2,688.

There are plenty of lands suitable for manufacturing or business purposes situated within a short distance of the railroad station, also three unoccupied buildings that could be utilized for manufacturing purposes. Being on the direct line of the Knox and Lincoln branch of the Maine Central Railroad the facilities for handling freight are excellent. The Rockland, Thomaston and Camden Street Railroad runs through the town and there is communication with towns along the coast as far west as Boothbay Harbor by the Thomaston, Monhegan and Boothbay Harbor steamboat line.

There are no unused water powers. The principal industries are ship-building and the manufacture of lime. Thomaston has some of the finest clay deposits that have been found in the State and as there is an abundance of limerock and other necessary material the conditions are all that could be desired for the successful manufacture of Portland cement and other clay

products. Desirable help can be obtained for any manufacturing industry that may locate here.

There is an excellent supply of pure water for all purposes furnished by the Camden and Rockland Water Company. There is also telephone service, and electric lights are furnished by the Rockland, Thomaston and Camden Street Railway Company.

Criehaven Plantation.

Criehaven plantation, formerly called Ragged Island, is situated twenty miles south-southeast from Rockland. The area is about three hundred acres. It was set off from Matinicus and organized as a plantation March 3, 1897. The population in 1900 was 47. Communication with Rockland is by steamboat, tri-weekly trips being made in summer and semi-weekly in winter.

This is a splendid resort for anyone desirous of being in close touch with the grandeur of the mighty Atlantic ocean. From all parts of the island the view is unobstructed save by the stormy seas, and at no time is it possible to get away from the sound of the breakers. All of the population are engaged in the fisheries.

LINCOLN COUNTY.

Boothbay Harbor.

Boothbay Harbor is twelve miles south of Wiscasset. The old town of Boothbay was incorporated November 3, 1764, and the town of Boothbay Harbor was set off and incorporated February 16, 1889. The population in 1900 was 1,926. There is no railroad but the facilities for the receipt and shipment of freight by steamboat are good.

The packing of sardines, the manufacture of cement, tiles, oil clothes and shoes are mentioned as being well adapted to the place. There are several buildings now vacant which have formerly been used for manufacturing purposes, two of which have good wharf privileges. The town contains clay, sand and lumber in fair quantities. In case of new industries considerable local help would be available. There is no call for extra help except in the summer season. The town has a water system, telephone service, gas and electric light plants. It has the

facilities for a large summer colony; projecting peninsulars, outlying islands, extensive and deep water harbor and full view of the ocean.

Bremen.

Bremen lies sixteen miles east of Wiscasset on Muscongus bay. It was set off from Bristol and incorporated February 19, 1828, and in 1900 had a population of 657. One unused, available water power of twenty-five horse power is reported, three miles from a steamboat landing. The town contains clay, sand, granite and lumber, and the manufacture of lumber is mentioned as best adapted to the place. There would be some available help for new industries, but at present there is no business calling for additional laborers.

The town has telephone service, and wells and springs furnish water for household purposes. The fact that one side of the town borders almost its entire length on fresh water ponds and the other on the bay makes it an exceptionally desirable town for summer residents and already a hotel and several cottages have been erected.

Jefferson.

Jefferson lies twenty miles northeast of Wiscasset. It was incorporated February 24, 1807, and in 1900 the population was 1,155. There is no railroad within the town, it being eight miles to a station, and no unused available water powers. There is a very good supply of clay, sand, granite and lumber.

There are several mills and shops which give employment to a very few hands but the principal business is agriculture, and there seems to be work enough for all. There is telephone service but no water system. No inducements have ever been offered to manufacturers to locate in town. A projected electric railroad from Augusta to Warren will, when built, run through the town and will aid in developing considerable desirable farming lands.

OXFORD COUNTY.

Albany.

Albany was incorporated June 20, 1803, and in 1900 had a population of 538. It is twenty miles west of Paris, the shire town of the county, and about five miles from a railroad station

in Bethel. One unused, available water power of approximately fifty horse power, with sufficient lands for buildings and yards, is reported, and the manufacture of spools is mentioned as best adapted to the town. Some local help would be available for work in new industries. The town has telephone service but no water system.

Denmark.

Denmark is thirty-one miles southwest of Paris and forty from Portland. It was incorporated February 20, 1807, and in 1900 had a population of 634. There is no available water power in town and but little manufacturing. There would be some available help here in case of new manufacturing industries being established. Telephones are in use but there is no water system.

Denmark is quite a popular inland summer resort, there being several hotels and boarding houses which accommodate many visitors through the summer, besides a set of camps where about 400 children are entertained.

Hanover.

Hanover was incorporated February 14, 1843, and in 1900 had a population of 214. It lies twenty-five miles northwest of Paris. Three unused, available water powers are reported, one of ten, one of fifteen and one of twenty horse power, which, together with sufficient lands for all purposes, are eight miles or upwards from a railroad station. The manufacture of wood novelties and woolen goods are mentioned as best adapted to the place. There is one mill building now idle. It could be best devoted to the manufacture of carriages, sash and doors.

The outlet stream of Howard's pond in the town falls 365 feet in the distance of one and one-half miles, and is capable, it is claimed, of developing 350 horse power. The town contains a good supply of sand, clay, granite and lumber, but there is no industry where additional help is needed, and no doubt some could be found to work at some new industry. Aqueducts from springs furnish water for household purposes. The town has telephone service.

Hartford.

Hartford was incorporated June 13, 1798, and in 1900 had a population of 660. It lies fifteen miles northeast of Paris and

is on the Rangeley division of the Maine Central Railroad. There are good facilities for the receipt and shipment of freight. There is very little water power in town, the streams being small. A wood-working industry would be best adapted to the place.

A building formerly used as a bottling establishment is now idle. It is well adapted to the purpose for which it was erected. The town contains a good supply of lumber and special inducements have been offered for the establishment of a box factory. Orcharding is a leading industry. The town is hilly and picturesque and along the shore of its ponds as well as on its hillsides are some fine sites for summer resorts. Telephones are in use and springs furnish water for household purposes.

Hiram.

Hiram was incorporated February 27, 1814, and in 1900 had a population of 1,015. It lies on both sides of Saco river and is thirty-seven miles southwest of Paris. The Mountain division of the Maine Central, and the Bridgton and Saco River railroads form a junction in town and the facilities for the receipt and shipment of freight are good.

One unused, available water power is reported, having a fall of seventy-five feet and is situated about one mile from the railroad station. A shoe factory and a pulp and paper mill are mentioned as well adapted to the place. The town contains a little granite and a good supply of sand and lumber, and considerable help would be available for work in any new industry. Telephones are in use but there is no water system. The town has voted an exemption from taxation for a term of ten years to anyone building a pulp mill on Hiram falls.

Mexico.

Mexico lies on the northerly side of Androscoggin river and adjoins Rumford, the principal village being about one mile from Rumford Falls. It is thirty miles north of Paris and is on the line of the Maine Central Railroad. The town was incorporated February 13, 1818, and in 1900 had a population of 816. Hale station is within the town but Rumford Falls station is most convenient to the people of the village. The facilities for the shipment of freight are very good.

The water powers of Mexico are unimportant but there is an abundance of available land well situated as sites for manufacturing purposes within a mile of Rumford Falls station. It is claimed that the manufacture of wood alcohol, clothespins, pail handles or any wood novelties would be well adapted to the place on account of the abundance of hard wood. There is one vacant mill in town well adapted to the manufacture of long lumber, dowels, etc. Granite, sand and hard wood lumber are abundant. Help would be available in the vicinity for most any new industry, but there is no business in town to give employment to additional workers.

The town has a good supply of water, several small local systems furnishing spring water, besides the Mexico Water Company's hydrant system. Electric lights are furnished from a plant in Rumford Falls and the place is well supplied with telephones. No special inducements are held out for manufacturers to locate in town. Many people who work or do business in Rumford Falls reside in Mexico, and polls and estates have increased nearly three fold since 1900.

Newry.

Newry lies thirty miles northwest of Paris. It was incorporated June 15, 1805, and in 1900 had a population of 286. The streams are small and not constant. The land is excellent along the streams but for the most part the town is mountainous and unsuited to farms.

There are several steam mills in town for the manufacture of dowels and spool strips. There is some granite and timber and the manufacture of lumber is mentioned as best adapted to the place. There is telephone service but no water system. Although there is a lack of lakes and ponds Newry is quite a popular summer resort.

Oxford.

Oxford lies seven miles south of Paris on the Grand Trunk Railway. It was incorporated February 27, 1829, and the population in 1900 was 1,331. One unused, available water power is reported, capable of developing from 125 to 250 horse power, which together with sufficient lands is three-fourths of a mile from the railroad station. The manufacture of woolen or

cotton goods or toys is mentioned as best adapted to the town.

There is one vacant mill building in good condition for rent. Some concessions would be made to parties establishing any new industry. Help could be obtained in the vicinity. The town has telephone service and an electric light plant.

Peru.

Peru is twenty miles north of Paris on the line of the Rangeley division of the Maine Central Railroad. It was incorporated February 5, 1821, and in 1900 had a population of 773. There are several small water powers in town but they are all utilized as grist mills or in the manufacture of long or short lumber. It has good facilities for the receipt and shipment of freight. There is a fair supply of sand, clay, granite and lumber, but Peru is essentially a farming town. It has telephone service but no water system.

Porter.

Porter lies fifty miles southwest of Paris, is in the southwest corner of the county and borders on New Hampshire. It was incorporated February 20, 1807, and in 1900 had a population of 886. There are two unused, available water powers reported, of considerable volume and very constant, which are situated five and seven miles respectively from a railroad station.

A large corn canning plant is now vacant and it is suggested that it is well adapted to be made into a shoe manufacturing plant. The town contains a good supply of sand, granite and lumber, and some help would be available for work in any new manufacturing plant. The town has telephone service and electric lights and a survey has just been made for a water service plant.

Rumford.

Rumford lies thirty miles northerly from Paris. It was incorporated February 21, 1800, and in 1900 had a population of 3,770. It is on the Rangeley division of the Maine Central Railroad and has the largest water power of any town in New England, aggregating 54,000 horse power, 21,000 of which is in use and 9,000 additional has been developed and is available with good and sufficient building sites within easy reach of the railroad station where the facilities for the shipment of freight are ample.

The manufacture of pulp and paper, paper bags, postal cards and lumber is now largely carried on, and our correspondent mentioned the hard wood industry as well adapted to the place, but any other line would be all right. Help for new industries is generally available, but there is no industry needing additional help at the present time. The town has a good water system, telephone service and electric lights.

Stow.

Stow lies on the New Hampshire line, is thirty miles west of Paris and eleven miles north of Fryeburg, the nearest railroad station. It was incorporated January 28, 1833, and in 1900 had a population of 270. There is no manufacturing in this town, there being only two small water powers, now vacant, which furnish water for only three or four months in the year.

There is the usual hard woods and a very large amount of white birch, and the manufacture of dowels and wood novelties is mentioned as best adapted to the place. There is also a good supply of clay and sand. The town contains one vacant building where toys were formerly made. There is telephone service but no water system. The scenery is fine with mountains on every side, the highest being 3,600 feet. There are many fine sites for summer hotels. The fishing is excellent. The town borders on Kezar lake, along whose shores are many summer cottages.

Sweden.

Sweden is twenty-one miles southwest of Paris. It was incorporated February 26, 1813, and in 1900 the population was 282. Two unused, available water powers are reported. These powers are not large, yet the flowage controlled and the great height of the fall make them desirable for a limited amount of machinery.

There are in connection sufficient lands for all purposes, and they are from three to four miles from a railroad station. The manufacture of lumber, of which the town has a good supply, is mentioned as best adapted to the place. Help would be available for new work in the vicinity. The town has telephone service.

Magalloway Plantation.

Magalloway plantation was organized in 1883, and in 1900 the population was 77. It is sixty-four miles northwest of Paris and is only reached through New Hampshire territory. The township has plenty of clay and sand and some lumber, and the manufacture of hard wood is mentioned as best adapted to the place. Many of the men follow the occupation of guide to fishermen and hunters through the guiding season. Telephones are in use.

Milton Plantation.

Milton plantation lies eighteen miles northerly from Paris, and adjoins Rumford. It was organized in 1842, and in 1900 had a population of 202. The township contains a clothespin factory and a saw mill which occupy all the available water powers. There is plenty of granite and lumber, and any industry that would use these for a raw material would be well suited to the place.

There is much fine mountain scenery and the Mount Zircon mineral spring is in this plantation. Portland harbor is visible from the top of this mountain. Near the spring a summer hotel once stood but it has been destroyed by fire.

PENOBSCOT COUNTY.

Bradley.

Bradley is situated on the east bank of Penobscot river eleven miles above Bangor. It was incorporated February 3, 1835, and in 1900 the population was 682. The water power on Penobscot river between this town and Old Town, where formerly stood lumber mills employing several hundred men, has been sold to a fiber company and the power is all used on the Old Town end of the dam. The mills were burned several years ago and there is now no manufacturing industry in town where men or women can find employment. There are a large number of minor powers, for the most part unoccupied, on the Great Works and Nichols streams which empty into the Penobscot within this town, but our correspondent makes no mention of these. Help could be secured for any new industries. A few telephones are in use but there is no water system.

Burlington.

Burlington was incorporated March 8, 1832, and in 1900 contained 394 inhabitants. It lies forty-five miles northeasterly from Bangor and is nine miles from Enfield station on the Maine Central Railroad, its nearest shipping point. There are four small water powers in town, from ten to fifteen miles from the railroad station, but they lie in the wilderness part of the town and have never been developed except for log driving purposes.

There is no lack of available lands for manufacturing sites. The town contains a good supply of granite, sand and hard wood lumber, and plants requiring the hard woods for a raw material are claimed to be best adapted to the place. There is no industry in town, outside of agriculture, except lumbering. Some help, residents on the farms, would be available for almost any manufacturing industry. The people obtain water for household purposes from wells and springs. There is telephone service.

Burlington is on the border of an extensive forest where game and fish abound and is becoming quite popular as a hunting and fishing resort. Several ponds dot the surface. There are some good farms on the ridges, with tidy homes, overlooking these ponds and the forests, hills or mountains beyond, which are ideal places for the city resident to enjoy a few weeks of summer vacation.

Corinna.

Corinna was incorporated December 11, 1816, and had a population of 1,170 in 1900. It is twenty-five miles from Bangor and is on the branch of the Maine Central Railroad running from Newport to Dover and Foxcroft, and the facilities for the shipment of freight are good. An unused, available water power, estimated at 35 horse power, with sufficient lands, is situated one-fourth mile from the railroad station. The town contains only small quantities of clay, granite, sand and lumber, and available help is very limited.

There is no water system, but telephones and electric lights are in use. The town is ready to deal liberally with new industries in the matter of taxation. There are six considerable

ponds in town but so far no summer cottages have been erected on their shores.

East Millinocket.

East Millinocket is a new town, incorporated February 21, 1907, and at that date the population was estimated to be 1,600. The town is ninety miles north of Bangor on a branch of the Bangor and Aroostook Railroad, and was set off from township A, range 7, west from the east line of the State.

The two water powers within the town are utilized in the manufacture of pulp and paper. A water system has been installed, the water being taken from artesian wells and served through a stand pipe.

Exeter.

Exeter was incorporated February 16, 1811, and in 1900 the population was 879. It lies twenty miles northwest of Bangor, has no railroad nor available water power. The powers in use for local sawing and grinding are on a small stream which affords sufficient water for only a part of the year. The town is almost wholly devoted to agriculture, and the distance to a railroad station is from four to ten miles. There is telephone service. The opportunities for engaging in any new industries are lacking.

Hermon.

Hermon lies on the west of Bangor, Hermon Center being seven miles from Bangor post office. The town was incorporated June 13, 1814, and in 1900 had a population of 1,183. The facilities for the shipment of freight are good, as the Maine Central Railroad passes through the town from east to west with two stations, and the Bangor and Aroostook railroad running north and south passes along near the line between Hermon and Bangor where it crosses the Maine Central at Northern Maine Junction.

The town contains no unused water powers, but there is no lack of lands on the railroad lines for the location of manufacturing plants. There is a fair supply of granite, clay, sand and lumber. Hermon is a good agricultural town and its proximity to the Bangor market makes it a very desirable place for truck farming and poultry raising. With the exception of farming there is no industry requiring outside labor.

The town has telephone service but no water system. Rents are very scarce, so much so that a large portion of the one hundred or more employes at the junction and other railroad stations in town reside in Bangor and Brewer. Hermon pond, a beautiful sheet of water, is already locally popular as a summer resort and numerous cottages dot its shores.

Levant.

Levant lies eight miles northwest of Bangor. It was incorporated June 14, 1813, and in 1900 the population was 789. The streams in this town are small and there are no natural reservoirs. One unoccupied, available water power is reported where formerly stood a lumber mill. The proprietors owned flowage rights back for two miles, but since the mill went out of commission these rights have been sold and the land is now used for agricultural purposes. The town contains some lumber, also granite, clay and sand, but it is a better place for farming than for manufacturing industries. About the only call for help is for temporary work on farms in summer. Good springs and wells furnish the water for household purposes. There is telephone service.

Lincoln.

Lincoln is situated on the east side of Penobscot river forty-five miles northerly from Bangor. It was incorporated January 30, 1829, and in 1900 had a population of 1,731. There are two stations on the Maine Central Railroad which passes through the town, giving good facilities for the shipment of freight. Within about one-half mile of a railroad station are two unused, available water powers, one of about 100 and the other of 200 horse power, with land plenty and at reasonable prices suitable as sites for manufacturing establishments. Some form of utilizing the hard woods is claimed to be best adapted to the town.

Located on a spur of the railroad and bordering on the Penobscot river is a large lumber mill costing over \$250,000, equipped with ample boilers and new engine of 500 horse power, where work has been suspended about two years. There is good yard room, and the boiler house is of concrete. It is reported that this property can be purchased at a very reasonable price.

The town has a good deposit of granite where several quarries have been opened, also clay and sand. While the larger growth of soft woods have been largely cut off, there is a good stand of smaller growing trees besides large quantities of white birch and other hard wood. A large part of the area of the town is still in forest. Any kind of manufacturing would be welcomed by the business men of Lincoln and substantial encouragement would be given in the matter of exemption from taxation for a term of years and in other ways. The place has telephone service and an electric light plant, but wells are still depended on for a supply of water for household purposes.

Lincoln has beautiful scenery, Mount Katahdin being in full view from many points, with numerous ponds mostly within its forest area, on whose shores several summer cottages have already been erected.

Mount Chase.

Mount Chase lies north of Patten and is about one hundred miles north of Bangor. It was incorporated March 21, 1864, and the population in 1900 was 299. The nearest railroad station is at Patten about eight miles distant. Three unused, available water powers are reported but what power they are capable of developing is not mentioned.

The manufacture of lumber is mentioned as being best adapted to the place as there is yet a large amount standing within the town. Farming is really the only present industry and sometimes a few farm laborers are required. The town has telephone service.

Newburgh.

Newburgh is situated fifteen miles southwesterly of Bangor. It was incorporated March 13, 1819, and in 1900 had a population of 734. About seven miles from a railroad station there are two unused, available water powers, but they are not constant on account of lack of storage. The manufacture of long and short lumber is mentioned as being best adapted to the town.

There is a good supply of lumber, granite, clay and sand, but there is no industry in town where additional hands could find work. A limited number could be obtained in the vicinity for any new industry that might be established. Telephones are in use and springs and artesian wells furnish water for house-

hold purposes. Orchardng and dairying are the prominent branches of agriculture carried on in this town. The distance to a shipping point is from 3 to 7 miles either to a railroad at Hermon pond or steamboat at Winterport or Hampden.

Orrington.

Orrington, situated on the east bank of Penobscot river six miles from Bangor, is the most southerly town in Penobscot county. It was incorporated March 21, 1788, and in 1900 had a population of 1,266. The Bucksport branch of the Maine Central Railroad passes through the town from north to south, affording good facilities for the shipment of freight.

The town contains clay, granite, sand and lumber but no suggestion is made as to the industry best adapted to the town. A limited number of hands would be available for work in a manufacturing plant. The town has telephone service.

Springfield.

Springfield lies sixty-five miles northeast of Bangor and fourteen miles from Winn station on the Maine Central Railroad. It was incorporated February 12, 1834, and in 1900 the population was 532. One small, unused water power is reported about twelve miles from a railroad station. There is one building formerly used as a grist mill now idle.

The town contains clay, granite, sand and lumber. A limited number of hands would be available for work in a manufacturing plant. There is telephone service, but no water system.

Winn.

Winn lies on the east side of Penobscot river fifty-six miles northerly from Bangor. It was incorporated March 21, 1857, and had a population of 688 in 1900. One unused water power is reported. This is on the main Penobscot river and is capable of developing from 6,000 to 8,000 horse power. It has been purchased by the International Paper Company but no dam has been built. The Maine Central Railroad runs through the town and the facilities for the shipment of freight are good.

The town has a fair supply of clay, granite, sand and lumber, but lumber is mentioned as the most available material for

manufacture. No doubt a limited number of hands could be obtained in the vicinity for work in manufacturing plants. Wells and springs furnish water for household purposes. The town has telephone service.

Grand Falls Plantation.

Grand Falls plantation lies south of Burlington. It had a population of 52 in 1900. The Passadumkeag river crosses its northeast corner. Three unused, available water powers are reported, two of 75 horse power each, and one of 100 horse power, with plenty of land at a reasonable price for mill sites. These powers are about fifteen miles from the nearest railroad station.

The manufacture of long and short lumber is best adapted to the town. The plantation contains a good supply of clay, sand, gravel, granite and lumber. This plantation is in a fine hunting region and Saponac lake is well situated for summer cottages.

Webster Plantation.

Webster plantation lies six miles south of Kingman. It was organized September 1, 1856, and in 1900 had a population of 124. There is no manufacturing and the water powers are unimportant. The soil is well adapted to hay and potatoes.

PISCATAQUIS COUNTY.

Bowerbank.

Bowerbank is situated six miles north of Dover on the north shore of Sebec lake. It was first incorporated as a town March 4, 1839. The act of incorporation was repealed February 15, 1869, and November 27, 1888, it was organized as a plantation, and was reincorporated as a town February 27, 1907.

There are several small water powers in the wilderness portion. The Canadian Pacific Railway crosses the northern part of the town from east to west but there is no station and no settlement in that part of the town. Clay, sand, gravel, slate, granite and lumber abound. People draw their water from wells and springs and use the telephone.

Orneville.

Orneville is on the Bangor and Aroostook Railroad and is seventeen miles east of Dover. It was incorporated January 30, 1832, under the name of Milton; changed to Almond in 1841, and to Orneville in 1842. It had a population of 325 in 1900. Four unused, available water powers are reported, some of which were formerly used to run saw and grist mills. One is near by the station and the others from two to six miles distant. The manufacture of wooden boxes or wood novelties is suggested as best adapted to the town, as there is a considerable amount of standing timber, especially of the hard wood varieties.

Some help would be available for mill work, but there is no industry at present except farming where additional help could find employment. Water for household purposes for the most part comes from wells and springs. The town is partially supplied with telephones.

Elliottsville Plantation.

Elliottsville plantation was incorporated as a town February 19, 1835, and a part of the disintegrated town of Wilson annexed August 10, 1848. The act of incorporation was repealed May 26, 1858, and it was organized as a plantation January 3, 1887. The population in 1900 was 86. The Canadian Pacific Railway has a station and the facilities for the shipment of freight are reported very good. Four water powers are reported, one capable of developing 200, one 500, one 600 and the other 800 horse power, varying from one-half to one and one-half miles from the railroad station.

There is a good supply of lumber, slate and sand, and the manufacture of woolen goods and hard wood lumber is said to be best adapted to the place. Springs furnish the water for household purposes and the telephone is in use here. No inducements have yet been offered but such would be to the right parties who would erect some manufacturing plants in town. There are many ponds in town, the largest being Onawa lake, three miles long and averaging a mile in width which is fast becoming a popular resort.

SAGADAHOC COUNTY.

Topsham.

Topsham was incorporated January 31, 1764, and in 1900 the population was 2,097. It is situated on the east bank of the Androscoggin river, is on the Maine Central Railroad and thirty miles from Portland. The facilities for the shipment of freight are good.

There are no unused available water powers, but building sites for any kind of manufacturing plants are available within one-half mile of the railroad station. The town contains a good supply of clay, sand and considerable second growth timber; also feldspar, large quantities of which are mined and shipped away. The village has a good water system in connection with Brunswick, also telephones and an electric light plant.

West Bath.

West Bath was set off from Bath and incorporated as a town February 14, 1844, and in 1900 the population was 291. The Maine Central Railroad passes through the town, maintaining a flag station, and the Lewiston, Augusta and Waterville Street Railway has an express station. There are no water powers in town except tide powers of which there are several, none of them improved, and no manufacturing. The people are devoted principally to farming, dairying being the branch usually followed. The town contains an abundance of clay and some sand, but only a small amount of lumber. The place has no water system, but telephones are in use. The town contains a large number of summer cottages.

SOMERSET COUNTY.

Canaan.

Canaan is situated eight miles east of Skowhegan. It was incorporated June 18, 1788, and in 1900 the population was 977. Three unused, available water powers are reported, two of 100 horse power each, and one of 200. There is no lack of lands for manufacturing sites with these powers. They are six miles from a railroad station. A wood working plant is sug-

gested as best adapted to the town. There are two vacant buildings, one formerly occupied as a clothing factory and the other as a mill of some kind.

Clay, granite, sand and lumber abound. A limited number of hands for manufacturing plants would be available in the vicinity. Wells and springs furnish water for household purposes, and telephones are in use. Lake George in this town is becoming a very popular summer resort.

Cornville.

Cornville is five miles north of Skowhegan. It was incorporated February 24, 1798, and had a population of 689 in 1900. Two unused, available water powers are reported with sufficient lands for buildings and yards about five miles from a railroad station. There is a fair supply of clay, sand, granite and lumber. There is no manufacturing industry that requires more help, and probably a number of hands would be available for new industries. The town has telephone service but no water system. There seems to be a lack of blacksmiths, wheelwrights and cobblers.

Harmony.

Harmony is nineteen miles northeast of Skowhegan and is on the Seabastcook and Moosehead Railroad. It was incorporated June 15, 1803, and in 1900 the population was 571. There are two unused water powers reported with available lands one-eighth mile and two miles respectively from the railroad station. The manufacture of lumber, canned goods, last blocks and starch are mentioned as best adapted to the town. There is plenty of clay, granite and sand and considerable lumber, especially of the hard woods. Some help would be available for new manufacturing plants.

There is no water system but telephones are in use. Doubtless the town would vote to abate taxes for a term of years on new mills. Moose pond, partly in this town, covering nine and one-half square miles or more, is a fine sheet of water with good fishing, and is an ideal spot for summer cottages.

Moscow.

Moscow lies on the east side of Kennebec river, twenty-five miles above Skowhegan. It was incorporated January 30, 1816, and had a population of 378 in 1900. The Somerset branch of the Maine Central Railroad passes through the town.

One unused, available water power with sufficient lands is reported situated very near the railroad station. A wood working plant is mentioned as best adapted to the place. The town contains a good supply of sand, granite and lumber, and a limited number of hands would be available from the vicinity for work in any new manufacturing plant. There is no water system but telephones are in use.

Palmyra.

Palmyra is on the Sebec and Moosehead Railroad, four miles from Pittsfield. It was incorporated June 20, 1807, and in 1900 the population was 915. There are two passenger trains each way per day, and the facilities for the shipment of freight are very good. One unused, available water power of 25 horse power is reported with sufficient available lands for buildings and yards, about two and one-half miles from the railroad station. There is a good supply of clay, sand and lumber and some manufacturing plant that would use wood for a raw material is mentioned as best adapted to the town. Some help might be obtained for any new local industry.

Wells supply water for household purposes. The town has telephone service. The people are largely engaged in general farming and the production of milk, the latter being largely sold at the condensed milk factory in Newport. There are many farms in town where the buildings have burned or gone to decay and our correspondent suggests that if these places could be purchased and tilled and the buildings be renewed it would be a benefit to the people of the town generally.

Ripley.

Ripley lies twenty miles northeast of Skowhegan and is four miles from the railroad station at Main Stream and the same distance from Dexter. It was incorporated December 11, 1816.

It then included Cambridge which was set off February 8, 1834. In 1900 it had a population of 449. There are no unused, available water powers. The town has telephone service. Our correspondent says:

"This is a good farming town but that is about all there is to it. We have three stores, one saw mill, blacksmith shop, church, grange hall, etc.; also a nice pond of water, a good chance for summer boarders."

Saint Albans.

Saint Albans lies twenty-two miles northeasterly from Skowhegan. It was incorporated June 14, 1813, and in 1900 had a population of 1,037. The facilities for the shipment of freight are good, the station at Hartland being just across the town line. Two unused, available water powers with sufficient lands for buildings and yards are reported, situated about three miles from the railroad station. The manufacture of woolen goods and lumber are mentioned as best adapted to the town.

The town contains granite, clay, sand and lumber. Our correspondent reports that a few hands might find work in the last factory and shovel handle factory, and especially on farms. The household water supply comes mostly from wells. There is telephone service. An abatement of taxes for a term of years has been voted in case of new manufacturing plants.

Caratunk Plantation.

Caratunk plantation is situated on the east bank of Kennebec river and is forty miles north of Skowhegan. It was organized in 1840, and in 1900 had a population of 218. Two good, unused water powers are reported, one twelve miles and the other sixteen miles from a railroad station. It is claimed that the manufacture of lumber is best adapted to the place. Lumber, granite, clay and sand abound. Springs furnish water for household purposes, and the plantation has telephone connection.

Lexington Plantation.

Lexington plantation lies west of Kennebec river and is twenty-five miles northwest of Skowhegan. It was incorporated as a town March 4, 1833. The act of incorporation was repealed February 24, 1885, and it was reorganized as a planta-

tion April 18, of the same year. The population in 1900 was 231.

There are no available, unused water powers, but no lack of lands for mill sites. The manufacture of hard wood lumber is mentioned as best adapted to the town, as there are large quantities of beech, birch and maple growth within the plantation and vicinity. There is also a good supply of clay, sand and granite, but no industry where additional help could find employment. There are two telephone companies serving residents of this plantation, but no water system, wells and springs being the source of supply.

Pleasant Ridge Plantation.

Pleasant Ridge plantation lies on the west bank of Kennebec river twenty-seven miles above Skowhegan, was organized October 17, 1840, and in 1900 the population was 114. One unused, available water power is reported, three miles from a railroad station, but the amount of power is not stated. The manufacture of lumber is best adapted to the place as this section of country is mostly forest. This plantation is also in the slate belt. Much of the water used for household purposes is piped into the houses from hillside springs. There is telephone service.

The Forks Plantation.

The Forks plantation lies fifty miles above Skowhegan on the east bank of Kennebec river. In 1900 the population was 157. The Somerset branch of the Maine Central Railroad crosses the eastern part of the township with a station near its northeast corner, while the main settlement is in the west part along the river.

There are several unused water powers and a good supply of sand, slate and lumber. Any of the industries using hard or soft wood as a raw material would be well adapted to the place, among which are mentioned pulp, shanks, bobbins, wood novelties, etc. Only a very limited number of hands would be available in the immediate vicinity for new industries, as this is a very sparsely settled region. There is telephone service, and springs from the hillsides furnish water for household purposes.

WALDO COUNTY.

Belmont.

Belmont is situated six miles west of Belfast. It was first settled in 1790, was incorporated February 5, 1814, and in 1900 had a population of 392. There is plenty of land suitable as sites for buildings and yards for manufacturing purposes, but as the nearest railroad station is at Belfast the facilities for handling freight are not desirable.

There are two unused, available water powers and, as the manufacture of lumber is mentioned as being best adapted to the town, these powers might be utilized for that purpose. Any manufacturing industry would find no difficulty in securing the necessary help. There is a good supply of lumber but no other natural products. There is telephone service but no gas or electric light plants. Wells are depended on for water for household purposes.

Belmont is an agricultural town and there are good opportunities to engage in this industry as the soil is suited to the production of potatoes, hay and other crops. Tilden pond, which is situated a little south of the center of the town, has a circumference of about three miles. Belmont is sufficiently near the coast to be desirable as a summer resort. An electric railroad running through this and adjoining towns would be of great benefit in opening up resources that are now undeveloped, and this desirable condition will no doubt be established in the near future.

Brooks.

Brooks is situated near the center of Waldo county and is twelve miles from Belfast. The area is about 16,000 acres. It was incorporated December 10, 1816, and in 1900 the population was 669. The Belfast branch of the Maine Central Railroad runs through the town and provides first-class facilities for the shipment of freight.

There are three unoccupied water powers situated from one-half mile to five miles from the railroad station. There are also plenty of lands suitable for manufacturing and other purposes. Any industry would be welcome to the town of Brooks and plenty of help could be furnished if a new industry should

locate here. There are no vacant buildings that could be utilized for manufacturing purposes. There is an abundance of clay and sand, and a limited supply of lumber.

The supply of water for household purposes is of the very best, and is supplied by a gravity system. There is telephone service, but no gas or electric light plant. Brooks is one of the successful agricultural towns of Waldo county and there are many excellent farms there. It is also a desirable location for a summer residence. There are four ponds in the town and the mountain scenery is varied and pleasing.

Burnham.

Burnham was formerly called Twenty-five Mile Pond plantation. It was incorporated under its present name February 4, 1824. The population in 1900 was 766. There are good facilities for the receipt and shipment of freight, as the Maine Central Railroad has a station in the west part of the town. This is also the junction for the Belfast branch of the same railroad.

The town contains one unimproved water power of 600 horse power. It is claimed that this power could be improved to develop 1,000 horse power. This privilege, together with lands suitable for manufacturing or business purposes, is conveniently situated about one-half mile from the railroad station. There are no unoccupied business plants but other conditions are favorable and most any kind of manufacturing industry would do well in Burnham, and help could be secured, if desired, from neighboring towns to work the entire year.

The natural products are lumber, clay and sand. The town has no system of water works, wells and springs being depended upon to furnish the water supply for household purposes. There is telephone service and an electric light plant. The industries of this town are confined almost exclusively to agricultural pursuits and there are good opportunities to engage in this business. The principal crops raised are hay and potatoes.

Searsmont.

Searsmont lies ten miles southwest of Belfast. It was incorporated February 5, 1814, and in 1900 had a population of 949. Searsmont contains fifteen or more very good water powers on

the east and west branches of the Saint George's river, several of which are unoccupied. Within the town are two long lumber mills, four mills for sawing staves, heading and shingles, a grist mill and a planing mill. Portions of the town are quite hilly but the soil is generally fertile and farming and lumbering are the principal industries.

Quantabacook lake is a beautiful sheet of water, covering one and one-fourth square miles and surrounded by groves of pine and hard wood, along the shores of which several summer cottages have been erected. The town has good telephone service but no water system. With the vacant water powers and unoccupied farms, which no doubt could be purchased at reasonable prices, Searsmont offers favorable openings for persons of moderate means.

Waldo.

Waldo is situated six miles north of Belfast on the Belfast branch of the Maine Central Railroad which provides good facilities for the receipt and shipment of freight. The town, which has an area of 11,600 acres, was incorporated March 17, 1845, and in 1900 had a population of 468. There is plenty of land near the line of railroad that is suitable for business or manufacturing purposes but no water powers are reported as being unoccupied. There are no manufacturing industries, the population being engaged principally at agriculture which is well adapted to the town. Any kind of light manufacturing industries would have no difficulty in finding sufficient help in the vicinity.

The town has telephone service but no gas or electric light plants. Water for household uses is taken from wells and springs. Waldo is very favorably situated for the successful carrying on of agriculture, the soil is rich and produces profitable crops. There are ponds, streams and other attractions which if generally known would bring about a decided increase in the population of this favored agricultural town.

WASHINGTON COUNTY.

Beddington.

Beddington is on Narraguagus river and in the extreme western part of Washington county. It is about twenty miles north of Cherryfield, the nearest railroad station. It was incorporated January 31, 1833, and the population in 1900 was 86. This town is in a wilderness section and under present conditions lumbering seems to be about the only industry outside of the cultivation of farms. There is telephone connection.

Brookton.

Brookton is situated in the northern part of Washington county near the line of the Maine Central Railroad. It was incorporated March 2, 1883, and in 1900 had a population of 285. The town contains one unused, available water power of forty horse power capacity, with available lands for buildings and yards, about three miles from a railroad station. The manufacture of long and short lumber is mentioned as best adapted to the town. There is a good supply of clay, granite, sand and lumber.

About the only demand for men in this vicinity is for lumbering, and a limited number would be available as help in any new manufacturing industry. There is telephone service. No vote has ever been taken on the matter of exemption from taxation, but doubtless the town would make such a concession for a term of years in case of a good manufacturing plant employing a considerable number of hands.

Centerville.

Centerville lies fifteen miles northwest of Machias, the Washington County branch of the Maine Central Railroad passing along its southern boundary. The town was incorporated March 16, 1842, and in 1900 had a population of 91.

The settlement of the town is in the extreme western part, but in the northeastern section is a water power capable of developing at least two thousand horse power. There is no telephone connection, and lumbering is mentioned as best adapted to present conditions of the town.

Columbia.

Columbia lies nineteen miles west of Machias on the Washington County branch of the Maine Central Railroad. It was incorporated February 8, 1796, and in 1900 had a population of 516. The facilities for the shipment of freight are good. Our correspondent reports three or more unused, available water powers ranging from 50 to 200 horse power about two and one-half miles from the railroad station.

The town has a good supply of clay, sand and lumber. Large clay banks with sand near by offer good facilities for brick making, and the manufacture of wooden boxes is also suggested as being well adapted to the place. No inducements have ever been held out to new industrial enterprises but undoubtedly the people would vote some concessions in case of new business locating in town. Wells and springs furnish water for household purposes and telephones are in use.

Cooper.

Cooper is twenty-four miles north of Machias. It was incorporated February 6, 1822, and in 1900 the population was 207. There is one unused, available water power reported, estimated at thirty horse power, with ample lands for mill sites about twelve miles from a railroad station and twenty to a steamboat landing.

As well adapted to the place, our correspondent suggests a canning factory for blueberries, fruit and vegetables and a wood novelty mill. He also states that there is need of a lumber and shingle mill to supply the demands of a local market. The town contains a good supply of granite, sand and lumber. There is standing a mill frame which has never been finished which could be utilized for a local lumber mill or canning factory. The town contains large deposits of molibdenite but for the past four or five years the mine has not been worked. There is no telephone service. Wells and springs furnish water for household purposes.

Danforth.

Danforth is in the northern part of Washington county on the line of the Maine Central Railroad and lies twenty-six miles northwesterly from Vanceboro. It was incorporated

March 17, 1860, and in 1900 the population was 1,092. There is a good supply of clay, sand, granite and lumber, and the manufacture of lumber is mentioned as best adapted to the place. A number of hands could be obtained in this town and vicinity for any new local industry.

Wells and springs furnish water for household purposes in the rural districts, while at the village there is a system of water works and an electric light plant; also telephone service throughout the town. Other industrial plants mentioned as well adapted to the place are a hard-wood novelty mill, a kindling wood factory and a canning factory for fruit and vegetables, as there would be no lack of stock for those industries. The town has voted to exempt from taxation for a term of years any manufacturing company that would invest \$10,000 in a plant.

East Machias.

East Machias is four miles northeast of Machias and on the Washington County branch of the Maine Central Railroad. It was set off from Machias and incorporated as a town January 24, 1826, and in 1900 the population was 1,521. There is connection with a line of Boston steamers at Machiasport, three miles distant, which, in connection with the railroads, gives good facilities for the shipment of freight. There are eight unused, available water powers with sufficient lands situated conveniently near the railroad station. These are very valuable powers, the lake surface at the sources of the river covers twenty-two square miles. The manufacture of cotton and pulp as well as lumber are mentioned as well adapted to the town.

There is no industry in town where additional help could find employment and doubtless a considerable number could be obtained in the vicinity to work in some new industry. The town has telephone service, but there is no water system. No concessions have as yet been offered to encourage new enterprises but without doubt any good legitimate business proposition would be gladly entertained by the town at the present time. The lumber mills which have always been an important industrial factor in East Machias have quite recently been burned, and it would seem to be a favorable time to reoccupy these splendid water powers.

Forest City.

Forest City borders on the New Brunswick line fifty-seven miles northerly from Calais, and is nearly surrounded by the water of the Chiputneticook lakes. It was incorporated with other territory under the name of Eaton, January 25, 1873, and was set off and incorporated under its present name February 15, 1887, the remainder of the town of Eaton being annexed to the town of Danforth. In 1900 the population was 151.

One unused, available water power of from 40 to 50 horse power is reported and a novelty mill is suggested as well adapted to the place. Granite, sand and lumber are reported plenty. The town is connected by telephone, and water for household purposes is obtained from wells.

Marion.

Marion lies eighteen miles northeast of Machias on the Washington County branch of the Maine Central Railroad. The facilities for handling freight are good. It was incorporated January 31, 1834, and in 1900 had a population of 95.

Marion has several very good water powers but they are all utilized in the manufacture of short lumber. The manufacture of lumber and granite are mentioned as best adapted to the place, the growth on the township which is little cleared being largely spruce, and granite is abundant. The town has telephone service and the people obtain their water from wells.

Northfield.

Northfield lies ten miles northwesterly of Machias. It was incorporated March 21, 1838, and in 1900 had a population of 126. Our correspondent mentioned one unused, available water power, one of the largest on Machias river, about eleven miles from a railroad station. A mill for sawing short lumber is mentioned as best adapted to the place. The town has a good supply of clay, granite, sand and lumber. There is no water system. Telephones are in use.

Pembroke.

Pembroke lies twenty-eight miles northeast of Machias and borders on Cobscook bay. It was incorporated February 4, 1832, and had a population of 1,652 in 1900. The Washington

county branch of the Maine Central Railroad crosses the town. The facilities for the shipment of freight are good either by railroad or by packet to Eastport.

Two unused, available water powers are reported with available lands for building sites, one-half mile and two miles respectively from the railroad station. The town contains good deposits of clay, but has no industry which would give employment to any additional hands. The water supply for household purposes is taken from lakes. The town contains an electric light plant and has telephone service.

Roque Bluffs.

Roque Bluffs is situated seven miles south of Machias, and is on the sea coast. It was set off from Jonesboro and incorporated March 21, 1891, and in 1900 the population was 168. The location of this town is not favorable to the development of any industries except those connected with the fisheries. There is telephone service.

Waite.

Waite is thirty miles northerly from Calais and ten miles from Princeton, the nearest railroad station. It was incorporated February 22, 1876, and in 1900 had a population of 135. The town contains a good supply of hard wood, but there is no available water power. There is telephone service but no water system.

Grand Lake Stream Plantation.

Grand Lake Stream plantation is fifty-seven miles northerly from Machias. It was organized February 11, 1897, and the population in 1900 was 221. There are water powers of large volume on the outlet stream of Grand lake, also other powers on Musquash stream, none of which are occupied. The powers on Grand Lake stream are about two miles from a steamboat landing where connection is made with the railroad at Princeton, the whole distance being twelve miles.

The plantation contains an abundance of clay, granite, sand and lumber, and the manufacture of shingles, laths, spools and canoes are mentioned as well adapted to the place. The total fall over this stream, between Grand lake and Big lake, a distance of two and one-half miles, is eighty feet, and is capable

of developing several thousand horse power, there being nearly sixty square miles of lake surface above for water storage. There is no water system but telephones are in use. This is a very popular fishing resort.

YORK COUNTY.

Dayton.

Dayton in 1900 had a population of 473. It was set off from Hollis and incorporated April 7, 1854. It has the Saco river for its eastern line, and the city of Biddeford forms its south-eastern boundary. It has an area of nearly 8,000 acres. The facilities for handling freight are not of the best as there are no railroads running through the town.

There is one unused, available water power reported, but no estimate of horse power is given. This power, together with an abundance of available lands for manufacturing purposes, is situated about seven miles from the village. The existing conditions are most favorable for the manufacture of lumber. There are no vacant buildings that have formerly been used for manufacturing purposes. There is a good supply of clay, sand and granite, all suitable for manufacturing purposes.

There is no surplus of labor here and no industry in town where additional labor can find employment. Wells and springs furnish the water supply for household purposes. Springs of pure water are numerous. The surface of the country is somewhat rolling but there are no high elevations. The soil is good, yielding good crops which find a ready and profitable market in the nearby manufacturing cities of Biddeford and Saco. The town has telephone service.

Lebanon.

Lebanon lies ten miles southwest of Alfred. It was incorporated June 25, 1767, and in 1900 the population was 1,335. It is on the Worcester, Nashua and Portland division of the Boston and Maine Railroad. There is a station in the east part of the town, also stations in Milton and East Rochester, New Hampshire, just across the town line on the west, thus giving the town excellent facilities for the shipment of freight. There

are no important water powers in town. A vacant building would be well adapted to the manufacture of shoes.

Granite and sand abound and there is also considerable lumber. At West Lebanon there is an academy. Two telephone lines serve the people but there is no water system. An exemption from taxation for a period of ten years has been voted as an inducement for manufacturing plants to locate in town. Outside of several small saw and grist mills the chief occupation is agriculture.

Lyman.

Lyman is five miles east of Alfred. It was incorporated April 24, 1780, under the name of Coxhall, and the name changed to Lyman February 26, 1803. In 1900 the population was 687. Our correspondent reports three unused, available water powers of about forty horse power each which, with sufficient lands for all purposes, are seven miles from a railroad station.

There is some granite and a fair supply of lumber and the manufacture of the latter is mentioned as best adapted to the place. Some help would be available for work at new industries. Wells supply the water for household purposes. The town has telephone service.

Newfield.

Newfield was incorporated February 26, 1794, and in 1900 the population was 676. The area is 14,543 acres. There are no railroads running through the town and the facilities for handling freight are correspondingly poor. There are five unused, available water powers but the horse power they are capable of developing is not mentioned. These powers, together with lands suitable for locations for manufacturing establishments, are situated about five miles from a railroad station.

There is one vacant building that was formerly used as a woolen mill which could be used for the same purpose, but any manufacturing industry would be gladly welcomed and have no difficulty in securing sufficient desirable help. Newfield contains sand, clay, granite and lumber. There are also deposits of limestone, silver, iron and other minerals. There is a good supply of water for household purposes. The town has telephone service but no gas or electric light plants.

North Berwick.

North Berwick was set off from Berwick and incorporated March 22, 1831, and in 1900 the population was 1,748. The land area is 18,579 acres. The facilities for the receipt and shipment of freight are excellent, as the eastern and western divisions of the Boston and Maine Railroad form a junction here and twenty-five passenger trains are run daily.

There is one unused, available water power situated about one and one-half miles from the village but it is not of sufficient power to be depended upon for permanent use. There is plenty of land available as sites for buildings and yards for manufacturing purposes. Any manufacturing industry would be welcome and there would be no difficulty in securing desirable help from this and adjacent towns. There is no industry in town requiring additional help. There is a good supply of clay, sand and granite. There are no unoccupied buildings that could be utilized for manufacturing purposes. There is a good water supply for household purposes, also telephone service and an electric light plant.

Parsonsfield.

Parsonsfield is situated in the northwestern corner of York county, and is bounded on the west by New Hampshire. The soil, though rocky, is fertile and yields good crops. The scenery of the surrounding country is grandly beautiful and across the fertile green valleys the snow capped mountains of New Hampshire are plainly in view. The town which was incorporated March 9, 1785, has an area of 22,000 acres, and in 1900 the population was 1,131.

There is plenty of land suitable for manufacturing or business purposes but as there are no railroad stations in the town the facilities for handling freight are not of the best. There is one good, unused water power and two of a smaller capacity, all of which are situated three to four miles from a railroad station. There are no vacant manufacturing plants but there is a good supply of lumber and granite and the manufacture of lumber is mentioned as being best adapted to the town. There is not much surplus labor in this town as the Kezar Falls Woolen Manufacturing Company requires all available help.

There is telephone service and parts of the town are supplied with gas and electricity.

What this section of the State needs to develop its resources is an electric railroad running from Cornish or Bridgton to Sanbornville, New Hampshire, or to Sanford, Maine, passing through Parsonsfield, Newfield and Shapleigh. The route as suggested would be through a comparatively level country and would no doubt be a good investment for capital. Such a line would no doubt be instrumental in establishing new industries on the Great Ossipee and Little Ossipee rivers which run through these towns. This locality produces large quantities of apples, and the farmers engage extensively in dairying.

Sanford.

Sanford is five miles south of Alfred. It is on the Worcester, Nashua and Portland branch of the Boston and Maine Railroad and the Atlantic Shore Line electric road. It was incorporated February 23, 1768, and in 1900 had a population of 6,078.

There are sixteen valuable water powers within the town but they are all utilized, and a variety of manufacturing plants give employment to a large number of workmen. Among the goods here made are worsteds, linings, plush goods including carriage and sleigh robes, yarns, boots and shoes, boxes, clothing, etc., and there seems to be no lack of help. The town has a good water system, telephone service and an electric light plant.

Shapleigh.

Shapleigh has an area of 20,000 acres. It was incorporated March 5, 1785, and in 1900 the population was 847. There are sufficient available lands suitable for manufacturing or business purposes but the facilities for freight are not good as it is eight miles to the nearest railroad station. There is one unused available water power and a good supply of lumber and sand. There are vacant buildings that could be utilized for the manufacture of woolen goods and some industry of this kind is said to be best adapted to the town. There is not a large surplus of labor, but no doubt help could be secured for any new industries that might locate here.

There is no municipal water supply and there are no gas or electric light plants, and no electric railways, but there is telephone service. Shapleigh has all the attractions necessary for a delightful summer residence. There are several ponds, the water surface of which is nearly four square miles, and there are many precipitous elevations from which a delightful view can be had of the surrounding country. There are also good opportunities to engage at fruit raising, agriculture and dairying.

Wells.

Wells is situated on the seacoast twenty-eight miles southwest of Portland. The town of York adjoins it on the southwest. It was incorporated August 30, 1653, being the third in Maine. The population in 1900 was 2,007. The Boston and Maine Railroad has a station here and affords good facilities for the handling of freight. There are thirteen passenger trains daily. The area is about 22,000 acres.

The town contains six unused, available water powers but their capacity is not sufficient for continuous or extensive manufacturing. These powers on an average are situated about two and one-half miles from a railroad station. There are no unoccupied plants that could be utilized for manufacturing purposes. The natural products are clay, sand, granite and lumber. The water supply for household purposes is furnished by the Mousam Water Company. There is telephone service but no electric light or gas plants.

Wells is one of the popular summer resorts that has made the Maine coast famous. There is a splendid beach and the view of the ocean is unobstructed from all parts of the shore front. There are twenty or more hotels all of which are well patronized during the vacation season.

York.

York is a seacoast town situated forty miles southwest of Portland. Within its limits was established the first city in America. It was incorporated April 10, 1641, under the name of Agamenticus and one year later it was chartered as the city of Georgeana and made the capital of the Province of Maine. When Massachusetts extended her jurisdiction over the province in 1652 it was organized into a town and named York,



Potato farm of John McElwain, Caribou, Aroostook county, Maine.

being the second town incorporated in Maine. In 1900 the census credits the town with a population of 2,668. The area is about 20,000 acres. The town has good facilities for the receipt and shipment of freight, it being the terminus of the York Harbor and Beach Railroad. The Atlantic Shore electric line also runs through the town.

The town contains no unused, available water powers, but there are sufficient available lands suitable as sites for buildings for manufacturing purposes situated near the railroad. There are no vacant buildings suitable for manufacturing of any kind. There is a good supply of clay, granite, sand and lumber. Bricks and lumber are manufactured quite extensively and those industries are said to be well adapted to the town. Help can be secured for new industries but no additional labor is required for present needs.

An excellent supply of pure water for all purposes is taken from Chase lake situated 165 feet above sea level. There is telephone service and, during the summer season, electricity is used for lighting purposes. York is one of the most popular summer resorts on the Atlantic coast. Facing the ocean the entire length of the town, its splendid beach, bold rocky shore, and cool ocean breeze are the delight of thousands of pleasure seekers during the summer vacation season.

INDUSTRIES WANTED.

The industries wanted, or those best suited to the several towns, as indicated by the returns, are as follows:

Barrel manufacturing—apple; Naples.

Barrel manufacturing—apple and pork; Vienna.

Boot and shoe manufacturing; Boothbay Harbor, Farmington, Gorham, Hiram, Jay, Lebanon, Mount Desert, Sorrento.

Box making—wooden; Columbia, Naples, Orneville.

Brick making; Columbia.

Canning—blueberries; Cooper.

Canning—fruit and vegetables; Cooper, Harmony.

Carriage making; Hanover.

Cheese making; Castle Hill.

Cement making; Boothbay Harbor, Thomaston.

Cotton manufacturing; Brunswick, East Machias, Oxford.

Doors and sash; Hanover.

Granite working; Marion, Milton plantation.

Hard wood working; Avon, Burlington, Elliottsville plantation, Eustis, Lang plantation, Lexington plantation, Lincoln, Magalloway plantation, Rumford.

Last block making; Harmony.

Lumber manufacturing; Bancroft, Belmont, Bremen, Brookton, Caratunk plantation, Cary plantation, Danforth, Dayton, East Machias, E plantation, Farmington, Freeman, Frenchville, Grand Falls plantation, Grand Isle, Hamlin plantation, Hammond plantation, Harmony, Hope, Lyman, Macwahoc plantation, Marion, Mexico, Milton plantation, Moro plantation, Mount Chase, Naples, New Limerick, Newburg, Newry, No. 21 plantation in Hancock county, Northfield, Oxbow plantation, Parsonsfield, Pleasant Ridge plantation, Raymond, Saint Albans, Saint Francis plantation, Saint John plantation, Sweden, Windsor, Winn.

Manufacturing—not specified; Brooks, Burnham, Gouldsboro, North Berwick, Oakland, Porter, Surry.

Metal working; Brunswick.

Milling grain; No. 21 plantation in Hancock county, Windsor.

Oilcloth making; Boothbay Harbor.

Pulp making; Frenchville.

Pulp and paper making; Brunswick, East Machias, Hiram.

Sardine packing; Boothbay Harbor.

Shook making; Naples.

Short lumber manufacturing; Grand Lake Stream plantation, Northfield.

Sleds and wagons; Bridgewater.

Spool making; Albany, Grand Lake Stream plantation.

Starch making; Castle Hill, Cyr plantation, Harmony.

Tile making; Boothbay Harbor.

Toy making; Oxford.

Wood alcohol; Mexico.

Wood novelties; Cooper, Forest City, Jay, Mexico, Orneville, Stow.

Wood working; Brunswick, Canaan, Hartford, Moscow, Palmyra, The Forks plantation.

Woolen goods; Brunswick, Elliottsville plantation, Mount Desert, Newfield, Oxford, Saint Albans, Shapleigh.

DIRECTORY OF TRADES UNIONS.

We here present a nearly complete directory of the labor unions of Maine, which includes the representative state and local organizations as well as the local unions. The latter are arranged alphabetically by towns.

STATE ORGANIZATIONS.

Maine State Federation of Labor. President, Charles O. Beals, 93 Summer street, Auburn; secretary, John F. Connelly, Box 140, Bangor.

Maine Textile Workers. President, Edmund Turmenne, Box 58, Lewiston; secretary and treasurer, Simeon Caron, 22 Franklin street, Brunswick.

Maine State Conference of Bricklayers and Masons' International Union. President, James A. O'Rourke, 267½ Congress street, Portland; secretary, Abner W. Nichols, Augusta.

LOCAL ORGANIZATIONS.

Building Trades' Council, Bar Harbor. President, Roscoe A. Eddy, Bar Harbor; secretary, H. M. Clark, Bar Harbor.

Central Labor Union of Augusta, Hallowell and Gardiner. President, Frank V. Maxwell, 98 Western avenue, Augusta; secretary, Abner W. Nichols, Augusta.

Central Labor Union of Bangor and vicinity. President, Charles W. Montgomery, Saint Michales court W. S. Bangor; secretary, John F. Connelly, Box 140, Bangor.

Central Labor Union of Biddeford and Saco. President, Henry Descateaux, 18 Maple street, Biddeford; secretary, Arthur Hevey, 9 Emery's court, Biddeford.

Central Labor Union of Lewiston and Auburn. President, Christopher Murphy, 33 Pleasant street, Auburn; secretary, Edmund Turmenne, Box 58, Lewiston.

Central Labor Union of Millinocket. President, Walter F. McMahon, Box 143, Millinocket; secretary, Samuel D. Clark, Millinocket.

Central Labor Union of Portland. President, Walter Joyce, 4 Larch street, Portland; secretary, Alexander Eagles, 51 Salem street, Portland.

Central Labor Union of Skowhegan. President, Alonzo York, Skowhegan; secretary, George H. Burns, Skowhegan.

Central Labor Union of Waterville. President, Frank A. Stephens, Waterville; secretary, F. J. Holland, Waterville.

LOCAL UNIONS.

Abbot.

Order of Railroad Telegraphers, Division No. 83. Secretary, F. J. Crozier, Abbot; date of organization, 1901; has trade agreement with employers in effect until changed by mutual consent; number of members, 106; initiation fee, \$3.50; monthly dues, 67 cents; times of meeting, on call of chairman; insurance benefit, \$300, \$500 or \$1,000; hours of labor, 12 including meal hours; minimum monthly wages, \$45.00; maximum, \$125; trade shows considerable increase over 1907 and some over 1908.

Auburn.

Boot and Shoeworkers' Union, No. 45. Secretary, Philip J. Byrne, Elm House, Auburn; date of organization, 1899; has no trade agreement with employers; number of members, 483; qualifications for membership, must be a laster of good moral character and sound bodily health; initiation fee, \$1.00; weekly dues, 25 cents; times of meeting, every Friday evening; sick benefit, \$5.00 per week; death benefit, \$50.00 after six months' membership, and \$100 after two years' membership; hours of labor, 10 for five days and 9 Saturdays; minimum daily wages, \$1.00; state of trade, some improvement over 1907 and 1908.

Augusta.

American Federation of Musicians, No. 460. Secretary, Albert Pomerleau, 18 State street, Augusta; date of organization, September 21, 1907; has no trade agreement with

employers; number of members, 22; qualifications for membership, must be a competent musician; initiation fee, \$5.00; monthly dues, 20 cents; times of meeting, first Monday in each month.

Bricklayers, Masons and Plasterers' Union, No. 9. Secretary, James S. Nichols, 82 Gage street, Augusta; date of organization, September 7, 1899; has trade agreement with employers which expires April 1, 1910; number of members, 37; qualifications for membership, must be a competent workman at one or more branches of the trade; initiation fee, \$11.00; monthly dues, 50 cents; times of meeting, every Friday evening; death benefit, assessment of \$1.00 per member, and 50 cents assessment on death of member's wife; hours of labor, 8; minimum daily wages, \$3.50; maximum, \$4.25; state of trade, about the same as during 1907 and 1908.

Federal Labor Union, No. 11,434. Secretary, Patrick H. Fitzgerald, 25 West Crescent street, Augusta; date of organization, September 15, 1903; has no trade agreement with employers; number of members, 50; qualifications for membership, must be a laborer eighteen years of age who is not eligible to membership in any trade organization; initiation fee, \$1.50; monthly dues, 35 cents; times of meeting, second and fourth Thursdays in each month; hours of labor, 9 for five days and 8 Saturdays; minimum daily wages, \$2.00; state of trade, very good.

International Brotherhood of Papermakers, Dirigo Lodge, No. 89. Secretary, Ernest Sawyer, 120 Bridge street, Augusta; date of organization, September 14, 1902; has no trade agreement with employers; number of members, 30; qualifications for membership, must be employed at a branch of the trade under the jurisdiction of the Brotherhood of Papermakers; initiation fee, \$1.00 and \$2.00; women, 50 cents; times of meeting, first Sunday after the second of each month; no benefits; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$3.25; state of trade, better than in 1907 and 1908.

International Hodcarriers and Building Laborers' Union of America, No. 158. Secretary, Bona J. Pernissaux, 13 Oxford street, Augusta; date of organization, June 11, 1909; has no trade agreement with employers; number of members, 28; qualifications for membership, good moral character and must

be working at the business; initiation fee, \$5.00; monthly dues, 55 cents; times of meeting, second and fourth Tuesdays in each month; no benefits; hours of labor, 8; minimum daily wages, \$1.75; maximum, \$2.50; state of trade, about the same as in 1907 and 1908.

International Typographical Union. Secretary, Chester G. Coombs, 8 Lincoln street, Hallowell; date of organization, April 1, 1909; has no trade agreement with employers; number of members, 10; qualifications for membership, must be a competent workman after four years' apprenticeship; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, second Tuesday in each month; hours of labor, 8; minimum daily wages, \$2.50; maximum, \$3.00; trade conditions show no appreciable change.

Journeymen Barbers' International Union, No. 493. Secretary, G. H. Beckham, 6 Cony street, Augusta; date of organization, February 6, 1903; has no trade agreement with employers; number of members, 20; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; monthly dues, 60 cents; times of meeting, second and fourth Thursdays in each month at 8.30 P. M.; sick and accident benefits, \$5.00 per week; death benefit, \$100, \$200 or \$500; hours of labor, Mondays, Wednesdays and Fridays, 10; Tuesdays and Thursdays, 11 to 11½; Saturdays, 14 to 15; minimum weekly wages, \$12.00; maximum, \$13.00; state of trade, about the same.

Loomfixers' Union, No. 330. Secretary, Albert C. McLaughlin, 48 Monroe street, Augusta; date of organization, April 1, 1902; has no trade agreement with employers; number of members, 27; qualifications for membership, must be a competent loomfixer; initiation fee, \$1.00; monthly dues, 52 cents; times of meeting, first Tuesday in each month; hours of labor, 10; minimum daily wages, \$2.00; state of trade, better than in 1908 but not so good as in 1907.

Suspender Workers' Union, No. 11,095. Secretary, Elden W. Hanks, 17 Crosby street, Augusta; date of organization, July, 1902; has trade agreement with employers which expires in March, 1910; number of members, 8; qualifications for membership, good citizenship; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, first Thursday in each month;

hours of labor, 8; minimum daily wages, \$1.50; maximum, \$2.50; state of trade, considerable improvement since the early part of 1909.

United Brotherhood of Carpenters and Joiners of America, No. 914. Secretary, Frank E. Tracy, 68 Western avenue, Augusta; date of organization, October 2, 1901; has no trade agreement with employers; number of members, 135; qualifications for membership, must be a journeyman carpenter of good moral character and capable of commanding the average wage; initiation fee, \$15.00; monthly dues, 50 cents; times of meeting, second and fourth Mondays in each month; disability benefit, \$100 to \$400; death benefit, \$100 to \$200 on death of member, and \$50.00 on death of member's wife; hours of labor, 8; minimum daily wages, \$2.75; state of trade, about the same as in 1908.

Weavers' Union, No. 317. Secretary, Joseph A. Peppin, 98 Northern avenue, Augusta; date of organization, August 24, 1909; has no trade agreement with employers; number of members, 140; qualifications for membership, must be employed as a weaver; times of meeting, second Monday in each month; hours of labor, 10; maximum daily wages, \$1.50; state of trade, good.

Baileysville (Woodland).

International Brotherhood of Papermakers, No. 146. Secretary, James L. Boyle, Woodland, Washington county; date of organization, October 1, 1906; had trade agreement with employers which expired October 1, 1909; number of members, 55; qualifications for membership, must be employed at a branch of the trade under the jurisdiction of the Brotherhood of Papermakers; initiation fee, \$1.25; monthly dues, 65 cents; times of meeting, second Sunday in each month; hours of labor, 8; minimum daily wages, \$1.80; maximum, \$4.00; state of trade, practically the same as in 1908, could not be better.

Bangor.

Atlantic Coast Seamen's Union, Bangor Branch. Secretary, William H. Frazier, 1½ Lewis street, Boston, Mass.; the rooms here are closed during the winter season; date of organization, November 6, 1889; number of members, 3,580 on the whole Atlantic seaboard but impossible to segregate those sailing out

of Maine ports; qualifications for membership, must be an efficient seaman; initiation fee, \$2.50; monthly dues, 70 cents; times of meeting, every week in all ports; shipwreck benefit, \$25.00; disability benefit, \$200; death benefit, \$50.00; hours of labor, not limited; minimum monthly wages, \$30.00 and board; state of trade, an improvement over 1907 and 1908.

Bricklayers, Masons and Plasterers' Union, No. 7. Secretary, Walter C. Sturtevant, 13 Jackson street, Bangor; date of organization, April 13, 1899; has no trade agreement with employers; number of members, 80; qualifications for membership, must be a capable workman at one or more branches of the trade; initiation fee, \$10.00; monthly dues, 50 cents; times of meeting, every Friday evening; death benefit, assessment of \$1.00 per member on death of member, and 50 cents per member on death of member's wife; hours of labor, 8; minimum daily wages, \$3.50; state of trade, about the same as in 1907 and 1908.

Brotherhood of Locomotive Engineers, Ticonic Division, No. 508. Secretary, T. J. Ferry, 36 Walter street, Bangor; date of organization, February 5, 1893; has trade agreement with employers which expires after thirty days' written notice; number of members, 116; qualifications for membership, must be a white man, 21 years of age, able to read and write, of good moral character and temperate habits, must be a locomotive engineer in actual service at least six months, conversant with standard rules, and must carry one or more policies in the Brotherhood of Locomotive Engineers' insurance; initiation fee, \$10.00; monthly dues, 50 cents; times of meeting, second and fourth Sundays in each month at 2.30 P. M.; sick benefit, \$6.00 per week not exceeding ten weeks; insurance benefit, \$1,500, \$3,000 or \$4,500; hours of labor, switching service, 10; on road, 11; minimum daily wages, \$4.00; maximum, \$4.50; state of trade, greatly improved over 1907 and 1908.

Brotherhood of Locomotive Firemen and Enginemen, Penobscot Lodge, No. 514. Secretary, W. M. Richardson, 22 Catell street, Bangor; date of organization, 1894; has trade agreement with employers which may be terminated on thirty days' notice by either party; number of members, 72; qualifications for membership, must be white born, of good moral character, sober and industrious, sound in body and limb, eyesight normal,

not less than eighteen years of age, able to read and write the English language, and must have served at least nine months as a locomotive fireman; initiation fee, \$5.00; monthly dues, vary according to amount of insurance carried; times of meeting, second and fourth Sunday afternoons in each month; insurance benefit, from \$500 to \$3,000, payable upon death or total disability; hours of labor, 10; minimum daily wages, \$2.20; maximum, \$3.00; state of trade, dull as compared with 1907 and 1908.

Brotherhood of Painters, Decorators and Paperhangers of America, No. 198. Secretary, William A. Jellison, 57 Holyoke street, Brewer; date of organization, reorganized September 15, 1909; has no trade agreement with employers; number of members, 57; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, every Wednesday evening; hours of labor, 9; total disability benefit, \$180; death benefit, \$150 on death of member, and \$50.00 on death of member's wife; minimum daily wages, \$2.25; maximum, \$2.50; state of trade, shows no improvement over 1907 and 1908.

Brotherhood of Railroad Station Employes, Bangor Division, No. 17. Secretary, Timothy J. Sullivan, 46 Second street, Bangor; date of organization, August 27, 1909; has no trade agreement with employers; number of members, 19; qualifications for membership, must be a white person, over eighteen years of age, of good reputation, an employe of any railroad corporation, and not already provided for by some recognized international or national organization; initiation fee, \$1.00; monthly dues, not less than 50 cents; times of meeting, not yet established; death benefit, \$50.00; has also sick and accident benefits; hours of labor, 10; minimum daily wages, \$1.70; state of trade, very good.

Brotherhood of Railroad Trainmen, Moosehead Lodge, No. 443. Secretary, Arthur R. Goode, 54 Penobscot street, Bangor; has trade agreement with employers, indefinite as to time; number of members, 297; qualifications for membership, must be white male, of good moral character and from eighteen to forty-five years of age; initiation fee, \$3.00; monthly dues, vary according to amount of insurance carried; times of meeting, first and third Sunday afternoons in each month; insurance benefit, from \$500 to \$1,350; has death and disability

benefits; hours of labor, 10; minimum daily wages, \$2.50; the state of trade shows a decided improvement over the two preceding years.

Cigarmakers' International Union of America, No. 179. Secretary, Thomas A. McCann, Box 125, Bangor; date of organization, October 13, 1884; has trade agreement with employers, indefinite as to time; number of members, 60; qualifications for membership, three years' apprenticeship and good moral character; initiation fee, \$3.00; weekly dues, 30 cents; times of meeting, first Monday in each month; hours of labor, 8; no fixed daily wages, all piece work; there has been no perceptible change in trade conditions.

Granite Cutters' International Association of America, Bangor Branch. Secretary, M. F. Coyne, 31 Otis street, Bangor; has trade agreement with employers which expires March 1, 1910; number of members, 20; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, monthly after the twenty-fifth; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.28; state of trade, better than for some time.

International Brotherhood of Maintenance of Way Employes, Lodge No. 334. Secretary, John L. Brennan, 89 Parker street, Brewer; date of organization, March 25, 1907; has trade agreement with employers, indefinite as to time; number of members, 95; qualifications for membership, must be of white parentage, able to read and write, sober, moral and of general good character; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, first Monday in each month; no benefits; hours of labor, 10; minimum daily wages, \$1.70; maximum, \$2.30; state of trade, better than in 1908 and about the same as in 1907.

International Longshoremen's Association, No. 515. Secretary, Daniel Robinson, 42 Patten street, Bangor; date of organization, July 13, 1903; has trade agreement with employers which expires annually at close of river navigation; number of members, 105; qualifications for membership, one year's residence in the United States; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, first and third Tuesdays in

each month; hours of labor, 9; minimum daily wages, \$3.00; trade has been somewhat better than during the two previous years.

International Typographical Union, No. 446. Secretary, Fred J. Foster, 318 Grove street, Bangor; date of organization, September 3, 1901; has trade agreement with employers, indefinite as to time; number of members, 20; qualifications for membership, must be a competent workman after four years' apprenticeship; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, first Saturday in each month; death benefit, \$70.00; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$3.00; state of trade in newspaper branch has been much better than in 1907 and 1908, in job branch about the same.

Iron Moulders' Union of North America, No. 101. Secretary, George Townsend, 455 Main street, Bangor; date of organization, reorganized in 1900; has no trade agreement with employers; number of members, 44; qualifications for membership, four years' apprenticeship; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, second Monday in each month; death benefit, \$70.00; hours of labor, 9; minimum daily wages, \$2.25; maximum, \$5.00; state of trade, about the same as in 1908.

Journeyman Barbers' International Union of America, No. 211. Secretary, M. F. Hughes, 44 Hammond street, Bangor; date of organization, October 21, 1901; has no trade agreement with employers; number of members, 27; qualifications for membership, three years' apprenticeship and good health; initiation fee, \$2.00; monthly dues, 60 cents; times of meeting, second and fourth Wednesdays in each month; sick benefit, \$5.00 per week for eighteen weeks; death benefit, \$60.00 to \$500 according to length of time of membership; hours of labor, 12; minimum daily wages, \$2.00; maximum, \$2.50; state of trade, about the same as in the past two years, can see no difference.

Moccasin and Moccasin Slipper Workers' Union, No. 12,283. Secretary, Edward W. Perkins, 18 Division street, Bangor; date of organization, August 28, 1906; has no trade agreement with employers; number of members, 7; qualifications for membership, must be a competent workman at the trade; initia-

tion fee, \$3.00; monthly dues, 50 cents; hours of labor, 9; minimum daily wages, \$1.00; maximum, \$2.50; trade no different from 1908.

Order of Railroad Telegraphers, Maine Central System, Division No. 140. Secretary, H. N. Bates, Gardiner; date of organization, 1901; has trade agreement with employers which may be terminated after due notice by either party; times of meeting, on call of chairman; hours of labor, 11.

Order of Railway Conductors, Bangor Division, No. 403. Secretary, W. W. Worth, 7 Brimmer street, Brewer; date of organization, April 8, 1900; has trade agreement with employers which may be terminated on thirty days' notice by either party; number of members, 91; qualifications for membership, good character and six months' experience as a conductor; initiation fee, \$5.00; monthly dues, vary according to amount of insurance carried; times of meeting, second Sunday in each month; benefits, members must carry at least \$1,000 insurance; hours of labor, 11; minimum daily wages, \$3.10; maximum, \$3.50; trade shows an improvement over 1908.

United Association of Journeymen Plumbers, Gasfitters, Steamfitters and Steamfitters' Helpers of United States and Canada, No. 209. Secretary, J. H. McAuley, 454 Ohio street, Bangor; date of organization, July 14, 1900; has no trade agreement with employers; number of members, 32; qualifications for membership, must be a competent workman at the trade; initiation fee, \$5.00; monthly dues, \$1.50; times of meeting, every Wednesday evening; sick benefit, \$5.00 per week; strike benefit, \$5.00 per week; death benefit, \$100; hours of labor, 9; minimum daily wages, \$1.50; maximum, \$3.00; trade conditions were very dull the first seven months of 1909 compared with the last two years, but since July our business has been good.

United Brotherhood of Carpenters and Joiners of America, No. 621. Secretary, William L. Castellon, 16 Blake street, Brewer; date of organization, June, 1900; has no trade agreement with employers; number of members, 100; qualifications for membership, must be capable of earning the average wage at the trade; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, every Thursday evening; disability benefit,

\$100 to \$400; death benefit, \$50.00 to \$200, and \$25.00 to \$50.00 on death of member's wife; hours of labor, 9; minimum daily wages, \$2.25; maximum, \$2.50; state of trade, better than in 1907 and 1908.

United Brotherhood of Carpenters and Joiners of America, No. 1,917; Secretary, Laroy L. Towle, 26 North Main street, Brewer; date of organization, September, 1907; has no trade agreement with employers; number of members, 40; qualifications for membership, must be capable of earning the average wages at the trade; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, every Tuesday evening; disability benefit, \$100 to \$400; death benefit, \$50.00 to \$200, and \$25.00 to \$50.00 on death of member's wife; hours of labor, 9; minimum daily wages, \$2.25; maximum, \$2.50; trade has been good, much more work than in 1907 and 1908.

Belfast.

Boot and Shoeworkers' Union, No. 362. Secretary, I. T. Clough, 27 Bay View street, Belfast; date of organization, February 3, 1903; has trade agreement with employers which expires February, 1910; number of members, 208; qualifications for membership, must be an active boot and shoemaker; initiation fee, \$1.00; weekly dues, 25 cents; times of meeting, every Thursday evening at 7.30; sick benefit, \$5.00 or \$2.50 for thirteen weeks according to length of time of membership; death benefit, \$50.00 after six months' membership, and \$100 after two years' membership; hours of labor, 10; minimum daily wages, \$1.00; maximum, \$2.50; trade on the whole has been better than during 1907 and 1908.

Biddeford.

American Federation of Musicians. Secretary, Frank E. Robertson, Prospect street, Biddeford; date of organization, May, 1904; has no trade agreement with employers; number of members, 87; qualifications for membership, must be a qualified musician; initiation fee, \$5.00; times of meeting, second Sunday in each month; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$4.00; state of trade, not very good during 1909.

Bricklayers, Masons and Plasterers' Union, No. 14. Secretary, Justice B. Cobb, 107 Temple street, Saco; date of organization, May 10, 1903; has trade agreement with employers which expires May 1, 1910; number of members, 40; qualifications for membership, must be a practical workman; initiation fee, \$11.75; monthly dues, 50 cents; times of meeting, every Monday evening at 8 o'clock; no benefits; hours of labor, 8; minimum daily wages, \$3.25; maximum, \$3.50; trade has been good but no better than in 1907 and 1908.

Cigarmakers' International Union of America, No. 40. Secretary, Joseph F. Curtis, 34 Saint Mary's street, Biddeford; date of organization, 1889; has trade agreement with employers, indefinite as to time; number of members, 27; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; weekly dues, 30 cents; times of meeting, second Monday in each month; has sick, traveling, strike and death benefits; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$3.00; state of trade compared with 1907 and 1908, slightly better.

Iron Moulders' Union of North America, No. 288. Secretary, Harold J. Small, 4 Orchard street, Biddeford; date of organization, January 28, 1898; has trade agreement with employers, indefinite as to time; number of members, 125; qualifications for membership, four years' apprenticeship; initiation fee, \$3.00; monthly dues, \$1.00; times of meeting, first and third Wednesday evenings in each month; sick benefit, \$5.25 per week; death benefit, \$70.00; hours of labor, 9; minimum daily wages, \$2.50; maximum, \$3.00; state of trade, the output has been doubled since 1907.

Retail Clerks' International Protective Association, No. 1,097. Secretary, Mark Edward Cadieux, 60 Adams street, Biddeford; date of organization, May 31, 1906; has no trade agreement with employers; number of members, 82; qualifications for membership, must be a clerk of one year's service and not in the liquor traffic; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, first Wednesday in each month; sick benefit, \$5.00 per week; hours of labor, 9; minimum daily wages, no fixed rate; trade has been better than in the last two years.

United Brotherhood of Carpenters and Joiners of America, No. 896. Secretary, E. L. Leighton, 14 King street, Biddeford; date of organization, June 21, 1905; has no trade agreement with employers; number of members, 98; qualifications for membership, for beneficiary members, good moral character, from twenty-one to fifty years of age, and competent to command the standard wage; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, every Thursday evening; death benefit, \$50.00 to \$200 on death of member, and \$25.00 to \$50.00 on death of member's wife; hours of labor, 8; minimum daily wages, \$2.25; state of trade, gradually improving but still quite dull.

Weavers' Union, No. 564. Secretary, Albert Hivot, 27 Emery street, Biddeford; date of organization, January 7, 1907; has no trade agreement with employers; number of members, 309; qualifications for membership, must be employed as a weaver; times of meeting, second and fourth Wednesdays in each month; hours of labor, 10; state of trade, better than during 1907 and 1908.

Bluehill (East).

Granite Cutters' International Association of America, Bluehill Branch. Secretary, Frank P. Greene, Bluehill; date of organization, 1881; has trade agreement with employers which expires April 16, 1911; number of members, 20; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, monthly; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade is very dull, nothing doing except a little local cemetery work.

Quarryworkers' International Union of North America, Branch No. 8. Secretary, Hermon Gray, East Bluehill; date of organization, November, 1902; has trade agreement with employers, indefinite as to time; number of members, 14; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, first Monday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.80; trade has improved a little over the last two years.

Boothbay (Linnekin).

Lobster Fishermen's National Protective Association, Linnekin Branch, No. 8. Secretary, Charles H. Poor, Linnekin; date of organization, February, 1907; has no trade agreement with employers; number of members, 40; qualifications for membership, must be engaged as a lobster fisherman; initiation fee, \$1.00; monthly dues, 30 cents; benefits, mutual understanding and cooperation in regard to protection of small lobsters; times of meeting, every Wednesday in each month; state of trade, business has been better than in 1907 and 1908.

Boothbay Harbor.

Lobster Fishermen's National Protective Association, Boothbay Harbor Branch, No. 15. Secretary, A. J. Pinkham, Box 233, Boothbay Harbor; date of organization, February, 1907; qualifications for membership, must be engaged at lobster fishing; initiation fee, \$1.00; monthly dues, 30 cents; benefits, cooperation in regard to stopping the practice of catching short lobsters which formerly depended upon the law-abiding qualities of each individual fisherman.

Brooksville (South).

Granite Cutters' International Association of America. Secretary, John E. Webster, Bluehill; date of organization, November, 1908; has trade agreement with employers which expires May 1, 1910; number of members, 75; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, between the twentieth and last of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.75; state of trade, good. There was nothing doing here in 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 100. Secretary, George Astbury, South Brooksville; date of organization, September, 1906; has trade agreement with employers; number of members, 42; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, first

Monday in each month at 4.30 P. M.; hours of labor, 8; minimum daily wages, \$1.60; maximum, \$1.85; trade has been very brisk the present year, a decided improvement over 1907 and 1908.

Brownville (Henderson).

Brotherhood of Locomotive Engineers, Pleasant River Division, No. 440. Secretary, C. H. Small, Box 66, Henderson; date of organization, May, 1890; has trade agreement with employers which may be terminated on thirty days' notice by either party; number of members, 18; qualifications for membership, must be a white American citizen who can read and write, of good moral character, and has run a locomotive successfully for at least six months; initiation fee, \$10.00; monthly dues, 50 cents; times of meeting, twice each month; has insurance against loss of life, limb and eyes, \$1,500 to \$4,500 according to age; hours of labor vary, but 10 hours is called a day; minimum daily wages, \$3.50; state of trade, shows improvement over 1907 and 1908.

Brotherhood of Locomotive Firemen and Enginemen, Mt. Katahdin Division, No. 469. Secretary, Perry F. Thombs, Henderson; date of organization, September 1, 1891; has trade agreement with employers which may be terminated upon thirty days' notice by either party; number of members, 65; qualifications for membership, must have been employed in locomotive service nine months or as locomotive hostler one year; initiation fee, \$6.00; monthly dues, \$1.83 on \$1,500 insurance; times of meeting, second Sunday and fourth Monday in each month; has life insurance, \$500, \$1,000, \$1,500, \$2,000, or \$3,000; hours of labor, 11 hours 42 minutes, governed by the 16-hour law; minimum daily wages, \$2.45; maximum, \$3.22; state of trade shows a little increase for the year.

Brotherhood of Railroad Trainmen, No. 366. Secretary, F. N. Haskell, Henderson; date of organization, May, 1898; has trade agreement with employers which may be terminated on sixty days' notice by either party; number of members, 75; initiation fee, \$10.00; monthly dues, \$2.50; times of meeting, second Sunday and fourth Monday in each month; insurance benefit, total disability or death, \$500, \$1,000 or \$1,350; hours

of labor, 10; minimum daily wages, \$2.04; maximum, \$3.50; state of trade, better than in 1907 and 1908.

International Brotherhood of Maintenance of Way Employes. Secretary, S. M. Wilkinson, Henderson; date of organization, 1895; has trade agreement with employers, indefinite as to time; number of members, 65; qualifications for membership, must be of white parentage, able to read and write, sober, moral and of general good character; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, last Saturday in each month; no benefits; hours of labor, track and bridge men, 10; pumpmen, 12; minimum daily wages, \$1.50; maximum, \$3.15; state of trade, about the same as during 1907 and 1908.

Brunswick.

Bricklayers, Masons and Plasterers' Union, No. 6. Secretary, F. A. Crosman, 31 Bridge street, Brunswick; date of organization, 1899; has no trade agreement with employers; number of members, 30; qualifications for membership, must be well skilled in one or more branches of the trade; initiation fee, \$11.50; monthly dues, 35 cents; times of meeting, every Monday evening; death benefit, \$50.00 on death of member, and \$25.00 on death of member's wife; hours of labor, 8; minimum daily wages, \$3.50; state of trade, about the same as in 1907 and 1908.

Cotton Mule Spinners' Association, Union No. 16. Secretary, Joseph Carlin, 63 Union street, Brunswick; date of organization, 1893; has trade agreement with employers, indefinite as to time; number of members, 17; qualifications for membership, must be a mule spinner; no initiation fee; monthly dues, 50 cents; times of meeting, every alternate Tuesday evening; strike and lockout benefits, \$4.00 per week; death benefit, \$50.00 on death of member, and \$25.00 on death of member's wife; hours of labor, average 10; minimum daily wages, \$2.25; maximum, \$2.58; have been running full time and trade conditions have been gradually growing better during the present year.

Loomfixers' Union. Secretary, Thomas Caron, 85 Mill street, Brunswick; date of organization, February 26, 1909; has no trade agreement with employers; number of members, 20; qualifications for membership, must be a competent loomfixer;

initiation fee, \$1.00; monthly dues, 52 cents; times of meeting, last Wednesday in each month; hours of labor, 10; minimum daily wages, \$2.00; maximum, \$2.25; the state of trade during the present year shows an improvement over 1907 and 1908.

Weavers' Union. Secretary, Wilfred J. Caron, 85 Mill street, Brunswick; date of organization, November 12, 1907; has no trade agreement with employers; number of members, 60; qualifications for membership, must be employed as a weaver; times of meeting, the second Thursday in each month; hours of labor, 10; minimum daily wages, \$1.35; maximum, \$2.00; state of trade, a little better than usual in 1909.

Calais.

Bricklayers, Masons and Plasterers' Union, No. 15. Secretary, Andrew Doyle, Calais; date of organization, July 12, 1904; has no trade agreement with employers; number of members, 17; qualifications for membership, must be a first-class workman at one or more of the trades; initiation fee, \$10.00; monthly dues, 25 cents; times of meeting, last Monday in each month; no benefits; hours of labor, 9; minimum daily wages, \$3.00.

Brotherhood of Railroad Trainmen, Saint Croix Valley Lodge, No. 739. Secretary, Charles F. Spencer, Box 212, Calais; date of organization, November 12, 1905; has trade agreement with employers which may be terminated on thirty days' notice by either party; qualifications for membership, must be a white male, American citizen, of good moral character and from eighteen to forty-five years of age; initiation fee, \$4.00; monthly dues, regulated by amount of insurance carried; times of meeting, first and third Sundays in each month; insurance benefit, \$500, \$1,000, or \$1,350; hours of labor, 11 and 12; minimum daily wages, \$1.80; maximum, \$3.25; business has been very good during 1909.

International Longshoremens' Association. Secretary, James M. Perry, North street, Calais; date of organization, June 29, 1909; has no trade agreement with employers; number of members, 36; times of meeting, first and third Tuesdays in each month; hours of labor, 10; minimum daily wages, \$2.75; the state of trade has shown but very little difference during the last three years.

Calais (Red Beach).

Granite Cutters' International Association of America. Secretary, George Colmer, Box 65, Red Beach; date of organization, July, 1890; has trade agreement with employers which expires in 1911; number of members, 20; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, about the twenty-fifth of each month; death benefit, \$50.00 to \$200; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.20; state of trade is very poor in comparison with 1907 and 1908.

Granite Polishers, Quarrymen and Laborers' Union, No. 10,306. (The granite workers have withdrawn and joined their trade unions, leaving a name which is misleading as only those who were employed by the Red Beach Plaster Company still hold their membership in this local.) Secretary, Fred N. Young, Box 95, Red Beach; date of organization, September 20, 1902; has no trade agreement with employers; number of members, 18; initiation fee, \$1.00; monthly dues, 25 cents; times of meeting, second Monday in each month; no benefits; hours of labor, 9; minimum daily wages, \$1.50; trade has been steadily declining during the last year or two.

Caribou.

International Brotherhood of Maintenance of Way Employes, Caribou Lodge. Secretary, George A. McGuire, Caribou; date of organization, 1904; has trade agreement with employers which expires April, 1910; number of members, 26; qualifications for membership, must be of white parentage, able to read and write, sober, moral and of general good character; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, second Tuesday in each month; no benefits; hours of labor, 10 for five days and 8 Saturdays; minimum daily wages, \$1.75; maximum, \$3.50; state of trade, better than during 1907 and 1908.

Dover.

Granite Cutters' International Association of America. Secretary, Thomas H. Myshrall, Foxcroft; has trade agreement with employers which expires March 1, 1910; number of mem-

bers, 7; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, about the twentieth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; the state of trade here holds a good average and does not vary much from year to year.

East Livermore (Livermore Falls).

International Brotherhood of Pulp, Sulphite and Papermill Workers, Union No. 18. Secretary, B. N. Tretheway, Box 11, Chisholm; date of organization, 1903; has trade agreement with employers which expires August 1, 1910; number of members, 60; qualifications for membership, must be a laborer in or about a paper mill other than the engine plant and paper machines; initiation fee, \$1.00; monthly dues, 35 cents; times of meeting, first and third Saturday evenings in each month; no benefits; hours of labor, tour workers, 8; day workers, 9; minimum daily wages, \$1.57; maximum, \$3.60; wages were cut 5 per cent in August, 1908, and so remain, but other conditions are better as we have had no labor disturbance this year.

East Millinocket.

International Brotherhood of Papermakers, No. 152. Secretary, Alexander Dumont, East Millinocket; date of organization, August, 1907; has no trade agreement with employers; number of members, 20; qualifications for membership, must be employed at a branch of the trade under the jurisdiction of the Brotherhood of Papermakers; initiation fee, \$2.00; monthly dues, 75 cents; times of meeting, first Sunday in each month; no benefits; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$4.00; state of trade, very good during 1909.

International Brotherhood of Pulp, Sulphite and Papermill Workers, Union No. 37. Secretary, James Bolter, East Millinocket; date of organization, August, 1907; has trade agreement with employers which expires July, 1911; number of members, 126; qualifications for membership, must be a pulp, sulphite and papermill worker; initiation fee, \$2.00; monthly dues, 35 cents; times of meeting, first and third Sundays in each month; no benefits; hours of labor, tour workers, 8; all others,

9; minimum daily wages, \$1.65; maximum, \$3.00; state of trade, very good during 1909.

International Brotherhood of Stationary Firemen, No. 261. Secretary, William A. Brown, Box 265, East Millinocket; has trade agreement with employers which expires July, 1910; number of members, 42; qualifications for membership, must be a good industrious workman; initiation fee, \$2.25; monthly dues, 50 cents; times of meeting, second Friday in each month; death benefit, \$1.00 assessment per member; hours of labor, 8 and 9; minimum daily wages, \$1.79; maximum, \$3.25; state of trade shows an improvement over 1907 and 1908.

Eden (Bar Harbor).

Bricklayers, Masons and Plasterers' Union, No. 4. Secretary, Eben E. Parsons, Eagle Lake road, Bar Harbor; date of organization, December 8, 1901; has no trade agreement with employers; number of members, 45; qualifications for membership, must be a first-class mason; initiation fee, \$10.00; monthly dues, 50 cents; times of meeting, every Wednesday evening; death benefit, assessment of \$1.00 each on death of member; hours of labor, 8; minimum daily wages, \$3.50; state of trade, about the same as in 1907 and 1908.

Brotherhood of Painters, Decorators and Paperhangers of America, No. 142. Secretary, A. A. Hamor, 3 Hamor's avenue, Bar Harbor; date of organization, May 30, 1900; has no trade agreement with employers; number of members, 60; qualifications for membership, good moral character, and able to command the minimum daily wage; initiation fee, \$20.00; monthly dues, 50 cents; times of meeting, every Monday at 7.30 P. M.; death benefit, \$200 from general fund; hours of labor, 8; minimum daily wages, \$3.00; state of trade, very poor during 1909.

Federal Labor Union, No. 10,651. Secretary, Burton Day, 48 Eden street, Bar Harbor; date of organization, January 3, 1903; has no trade agreement with employers; number of members, 70; qualifications for membership, must be a laborer eighteen years of age and not eligible to membership in any national or international trade union; initiation fee, \$3.00; monthly dues, 50 cents; times of meeting, every Saturday evening; sick benefit, \$3.00 per week; death benefit, \$25.00; hours of

labor, 8; minimum daily wages, \$2.00; maximum, \$3.00; state of trade, about the same as during the last two years.

Granite Cutters' International Association of America. Secretary, E. W. Richardson, Bar Harbor; has trade agreement with employers which expires March, 1910; number of members, 6; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, monthly after the fifteenth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, about the same as in 1907 and 1908.

United Association of Journeymen Plumbers, Gasfitters, Steamfitters and Steamfitters' Helpers of United States and Canada, No. 416. Secretary, Sherman Higgins, 42 Ledgelawn avenue, Bar Harbor; date of organization, April 4, 1903; has no trade agreement with employers; number of members, 16; qualifications for membership, must be a competent workman at the trade; initiation fee, \$10.00; weekly dues, 30 cents; hours of labor, 8; minimum daily wages, \$3.50.

United Brotherhood of Carpenters and Joiners of America, No. 459. Secretary, Daniel M. West, Bar Harbor; date of organization, April 4, 1903; has no trade agreement with employers; number of members, 150; qualifications for membership, good habits and ability to command the minimum daily wage; initiation fee, \$20.00; monthly dues, 59 cents; times of meeting, every Thursday evening; disability benefit, \$100 to \$400; death benefit, \$100 to \$200, and \$50.00 on death of member's wife; hours of labor, 8; minimum daily wages, \$3.00; state of trade, about the same as in 1908.

Enfield (West).

International Brotherhood of Pulp, Sulphite and Papermill Workers, No. 26. Secretary, William E. Ludden, West Enfield; date of organization, October 5, 1906; number of members, 50; qualifications for membership, must be a pulp, sulphite and papermill worker; times of meeting, last Friday in each month; hours of labor, tour workers, 8; day workers, 9; minimum daily wages, \$1.60.

Frankfort.

Granite Cutters' International Association of America, Mount Waldo Branch. Secretary, Thomas F. Murphy, Frankfort; date of organization, September 15, 1878; has trade agreement with employers which expires March 1, 1911; number of members, 150; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, about the seventeenth of each month; death benefits, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, very much better than in 1907 and 1908, the demand for men exceeding the available supply.

Paving Cutters' Union of United States and Canada, Frankfort Branch, No. 50. Secretary, John L. Maxwell, Frankfort; date of organization, June 28, 1905; has trade agreement with employers which expires April 1, 1911; number of members, 20; qualifications for membership, must be a practical workman at the trade; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, second Wednesday in each month; death benefit, \$100; hours of labor, 8; minimum daily wages, \$1.50; maximum, \$2.50; the state of trade is poor, only about one-seventh the work in this section of two years ago.

Quarryworkers' International Union of North America, Mount Waldo Branch, No. 78. Secretary, L. E. Donlin, Frankfort; date of organization, June 15, 1905; has trade agreement with employers which expires April 1, 1913; number of members, 125; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, second Monday evening in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.75; maximum, \$3.00; state of trade, nearly the same as during the last two years.

Franklin.

Granite Cutters' International Association of America, Franklin Branch. Secretary, E. S. Orcutt, West Franklin; date of organization, November 1, 1902; has trade agreement with employers which expires May 1, 1910; number of members, 36; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00;

monthly dues, \$1.00; times of meeting, fourth Saturday in each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.25; state of trade shows decided improvement over 1907 and 1908.

Fryeburg.

Quarryworkers' International Union of North America, Branch No. 99. Secretary, Frank Jones, Fryeburg; date of organization, June, 1906; has trade agreement with employers; number of members, 20; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, fifteenth of each month at 7.30 P. M.; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$2.00.

Gardiner.

Bricklayers, Masons and Plasterers' Union, No. 12. Secretary, Everett E. Brookings, R. F. D. No. 10, Gardiner; date of organization, November 29, 1902; has no trade agreement with employers; number of members, 18; qualifications for membership, must be a competent workman at the trade; initiation fee, \$10.00; monthly dues, 25 cents; times of meeting, second and fourth Saturdays in each month; death benefit, assessment of \$1.00 per member, and 50 cents on death of member's wife; hours of labor, 8; minimum daily wages, \$2.50; maximum, \$3.50; state of trade, about the same as during the last two years.

Hallowell.

Granite Cutters' International Association of America, Hallowell Branch. Secretary, William J. Wedge, 23 Winthrop street, Hallowell; date of organization, 1888; has trade agreement with employers which expires March 1, 1913; number of members, 200; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, first Monday after the fifteenth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.50; state of trade, slightly better than in 1907, and about 300 per cent better than in 1908.

Knights of Labor, Shoe Cutters, Assembly No. 1555. Secretary, George Phillips, corner of North and Water streets, Hallowell; date of organization, November 26, 1904; has trade agreement with employers which expires December 1, 1909; number of members, 20; qualifications for membership, must be a shoe cutter; initiation fee, \$2.00; monthly dues, 40 cents; times of meeting, first Friday in each month; no benefits; hours of labor, 9; all piece work; state of trade, not so good as in 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 29. Secretary, John H. Ellis, Jr., R. F. D. No. 8, Hallowell; date of organization, March 24, 1902; has trade agreement with employers which expires July 1, 1913; number of members, 80; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, first and third Mondays in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.00; maximum, \$3.00; state of trade, very much better than during 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 119, (Lumpers). Secretary, James L. Pellegrini, 30 Pleasant street, Hallowell; date of organization, 1903; has trade agreement with employers which expires in 1912; number of members, 22; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, second Tuesday in each month at 7.30 P. M.; hours of labor, 8; minimum daily wages, \$1.60; maximum, \$2.50; state of trade, has been much better than during 1907 and 1908.

Hampden (East).

International Brotherhood of Woodsmen and Sawmill Workers, No. 8. Secretary, Ralph E. Russell, Box 67, East Hampden; date of organization, December 6, 1905; has no trade agreement with employers; number of members, 25; qualifications for membership, good character; initiation fee, \$2.00; monthly dues, 25 cents; times of meeting, every Tuesday evening; no benefits; hours of labor, 10; minimum daily wages, \$1.50; maximum, \$6.00; trade conditions have been about the same as during the past two years.

Harpwell (South).

Lobster Fishermen's National Protective Association. Secretary, Roy Merryman, West Harpswell; date of organization, January, 1908; has trade agreement with local lobster buyers which is said to be a decided improvement over the old methods; number of members, 39; qualifications for membership, must be a lobster fisherman; initiation fee, \$1.00; monthly dues, 30 cents; benefits, a better understanding among the fishermen in regard to protecting their source of getting a living; state of trade, lobsters have been more plenty than in 1907 and 1908.

Hermon.

International Brotherhood of Maintenance of Way Employees, Hermon Lodge. Secretary, William S. Neal, R. F. D. No. 8, Bangor; date of organization, February 1, 1906; has trade agreement with employers which expires March 1, 1910; number of members, 45; qualifications for membership, must be born of white parents, able to read and write, sober, moral and otherwise of good character and must have served one year or more in the maintenance of way department; initiation fee, \$2.00 to \$3.00; monthly dues, 50 cents; times of meeting, last Friday in each month; insurance benefit, optional, \$500 to \$1,000; hours of labor, 10 for five days and 8 Saturdays; minimum daily wages, \$1.75; maximum, \$3.35; state of trade, about the same.

Houlton.

Brotherhood of Locomotive Engineers, Grindstone Division, No. 588. Secretary, E. T. Bulmer, 25 Cleveland street, Houlton; date of organization, 1901; has trade agreement with employers, indefinite as to time; number of members, 71; qualifications for membership, must be a white man, 21 years of age, able to read and write, of good moral character and temperate habits, and must be a locomotive engineer in actual service at least six months, conversant with standard rules, and must carry one or more policies in the Brotherhood of Locomotive Engineers' insurance; initiation fee, \$10.00; monthly dues, \$2.00; times of meeting, first and third Sundays in each month; insurance, \$1,500, \$3,000 or \$4,500; hours of labor, 11; minimum

daily wages, \$3.50; maximum, \$4.15; the state of trade has improved during the year.

Brotherhood of Locomotive Firemen and Enginemen, Pine Cone Division, No. 587. Secretary, A. F. West, 58 School street, Houlton; date of organization, March 7, 1900; has trade agreement with employers which may be terminated on thirty days' notice by either party; number of members, 86; initiation fee, \$5.00; monthly dues, varies according to amount of insurance carried; times of meeting, the second Sunday and fourth Monday in each month; hours of labor, 11; minimum daily wages, \$2.40; state of trade, about the same as in the two previous years.

International Brotherhood of Maintenance of Way Employes, Houlton Lodge. Secretary, O. T. Olson, Houlton; date of organization, November, 1903; has trade agreement with employers which expires March 1, 1910, or on thirty days' notice by either party; number of members, 35; qualifications for membership, must be of white parentage, able to read and write, sober, moral and of general good character; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, second Tuesday in each month; no benefits; hours of labor, 10; minimum daily wages, \$1.75; maximum, \$3.35; state of trade, better as compared with 1907 and 1908.

Hurricane Isle.

Granite Cutters' International Association of America, Hurricane Branch. Secretary, H. Vinal, Hurricane Isle; date of organization, February, 1877; has trade agreement with employers which expires March 1, 1911; number of members, 125; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, monthly after the twentieth; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.40; state of trade, shows an improvement over 1907 and 1908.

Paving Cutters' Union of United States and Canada, Branch No. 10. Secretary, William Yule, Hurricane Isle; date of organization, October 6, 1901; has trade agreement with employers which expires April 1, 1911; number of members.

4; qualifications for membership, must have served two years' apprenticeship; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, twentieth of each month; death benefit, \$100; hours of labor, 8; minimum daily wages, none fixed, all piece work; state of trade, about the same as in 1907 and 1908, but the company is very short of help.

Quarryworkers' International Union of North America, Branch No. 37. Secretary, Clarence Thompson, Hurricane Isle; date of organization, December 4, 1903; has trade agreement with employers which expires March 1, 1911; number of members, 50; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, about the fifteenth of each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.50; maximum, \$2.85; trade is about 25 per cent better than in 1907 and 1908.

Jay (North).

Granite Cutters' International Association of America, North Jay Branch. Secretary, Carl Hall, Wilton; date of organization, August 1, 1891; has trade agreement with employers which expires May 1, 1910; number of members, 100; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, first Monday after the fifteenth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, better than in 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 4. Secretary, James Stevenson, North Jay; date of organization, April 24, 1902; has trade agreement with employers which expires May 25, 1910; number of members, 70; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, last Monday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.60; maximum, \$2.25; state of trade has been good this year with good prospects ahead.

Lewiston.

American Federation of Musicians. Secretary, Harry E. Bacon, 106 Goff street, Auburn; date of organization, May 14, 1905; number of members, 125; qualifications for membership, must be a qualified musician; initiation fee, \$5.00; quarterly dues, 25 cents; times of meeting, first Sunday in each month; death benefit, \$50.00.

Bricklayers, Masons and Plasterers' Union, No. 1. Secretary, M. F. Pettengill, 10 Lowell street, Lewiston; date of organization, August 20, 1888; has no trade agreement with employers; number of members, 90; qualifications for membership, must be a practical bricklayer, stone mason or plasterer; initiation fee, \$12.00; monthly dues, 50 cents; times of meeting, every Monday evening; death benefit, \$100; hours of labor, 8; minimum daily wages, \$4.00; state of trade, very good to date.

Brotherhood of Painters, Decorators and Paperhangers of America, No. 854. Secretary, George W. Graves, 10 Granite street, Lewiston; date of organization, January 30, 1905; has no trade agreement with employers; number of members, 49; qualifications for membership, good health and morals, not over fifty years of age and able to command the minimum wage; initiation fee, \$10.00; monthly dues, 55 cents; times of meeting, second and fourth Thursdays in each month; sick benefit, \$3.00 per week; death benefit, \$200; hours of labor, 8; minimum daily wages, \$2.25; state of trade, has been excellent during 1909.

Cigarmakers' International Union of America, No. 66. Secretary, Charles O. Beals, 93 Summer street, Auburn; date of organization, 1887; has no trade agreement with employers; number of members, 79; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; weekly dues, 30 cents; times of meeting, first Thursday in each month; has out-of-work, sick, traveling, strike and death benefits; hours of labor, 8; average daily wages, \$3.00; all piece work; state of trade, better than during last two years.

Granite Cutters' International Association of America, Lewiston Branch. Secretary, Martin Keenan, 51 Summer street, Lewiston; date of organization, April 15, 1890; has trade

agreement with employers which expires May 1, 1910; number of members, 34; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, first Friday after the fifteenth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.30; state of trade, about the same as during the two previous years.

Journeyman Barbers' International Union, No. 482. Secretary, S. O. Foss, 2 Court street, Auburn; date of organization, February 1, 1904; has no trade agreement with employers; number of members, 35; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; monthly dues, 60 cents; times of meeting, last Monday in each month; hours of labor, 10 to 14; minimum daily wages, \$2.00; maximum, \$2.50; state of trade during 1909, about the average.

Loomfixers' Union, No. 566. Secretary, Carl F. Begert, 79 Maple street, Lewiston; date of organization, January, 1906; has no trade agreement with employers; number of members, 135; qualifications for membership, must be a competent loomfixer; initiation fee, \$1.00; monthly dues, 52 cents; times of meeting, alternate Mondays in each month; accident benefit, \$3.00 per week; hours of labor, 10; minimum daily wages, \$2.15; maximum, \$2.45; state of trade, not as profitable as in 1907 and 1908.

United Brotherhood of Carpenters and Joiners of America, No. 407. Secretary, Albert W. Abbott, 347 Main street, Lewiston; date of organization, May 11, 1888; has no trade agreement with employers; number of members, 146; qualifications for membership, must be a journeyman carpenter or joiner, of good character, and able to command the average wage; initiation fee, \$10.00; monthly dues, 65 and 45 cents; times of meeting, every Wednesday evening; sick benefit, \$3.00 per week not exceeding nine weeks in any one year; disability benefit, \$100 to \$400; death benefit, \$100 to \$200 on death of member, and \$25.00 to \$50.00 on death of member's wife; hours of labor, 8; minimum daily wages, \$2.75; state of trade, shows improvement over 1907 and 1908.

Weavers' Union, No. 599. Secretary, J. A. Bariault, 199 Park street, Lewiston; date of organization, May 13, 1907;

has no trade agreement with employers; times of meeting, every other Wednesday; hours of labor, 10; minimum daily wages, \$1.25; maximum, \$2.33; state of trade, better than in 1907 and 1908.

Lisbon (Falls).

International Brotherhood of Pulp, Sulphite and Papermill Workers, No. 14. Secretary, Dana G. Duran, Box 374, Lisbon Falls; date of organization, January 20, 1903; has no trade agreement with employers; number of members, 52; qualifications for membership, must be employed at a pulp mill; initiation fee, \$1.00; monthly dues, 35 cents; times of meeting, first Sunday in each month; no benefits; hours of labor, 8; minimum daily wages, \$1.50; maximum, \$2.50; state of trade, bad since the Wall street panic.

International Brotherhood of Stationary Firemen, No. 247. Secretary, C. A. Parks, Box 643, Lisbon Falls; date of organization, August 1, 1906; has no trade agreement with employers; number of members, 21; qualifications for membership, must be a trustworthy fireman, oiler, or helper; initiation fee, \$1.50; monthly dues, 50 cents; times of meeting, first and third Saturdays in each month; no benefits; hours of labor, 8; minimum daily wages, \$1.65; maximum, \$2.25; state of trade, about the same as during the last two years.

United Brotherhood of Carpenters and Joiners of America, No. 1,723. Secretary, D. D. Gould, Lisbon Center; date of organization, January 26, 1907; has no trade agreement with employers; number of members, 20; qualifications for membership, must have worked three years at carpenter work, and be able to command the average wage; initiation fee, \$5.00; monthly dues, 50 cents and 30 cents; times of meeting, first and third Saturday evenings in each month; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$2.50; state of trade, very quiet, about one-half the business of one and two years ago.

Long Island Plantation.

Quarryworkers' International Union of North America, Black Island Branch, No. 53. Secretary, Sumner Morrill, Gott's Island; date of organization, March 22, 1903; has no trade agreement with employers; number of members, 13;

qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, twentieth of each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.50; maximum, \$2.00; state of trade, bad, no work carried on at quarry here during the last two years.

Machias.

Granite Cutters' International Association of America. Secretary, Calvin Butler, Machias; has trade agreement with employers; number of members, 14; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, monthly after the fifteenth; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, better than during the two previous years.

Madison.

International Brotherhood of Pulp, Sulphite and Papermill Workers, No. 17. Secretary, Calvin Berry, Madison; date of organization, April 7, 1903; reorganized January, 1906; has trade agreement with employers which expires July 1, 1910; number of members, 200; qualifications for membership, must be a workman in a paper mill, other than a papermaker; initiation fee, \$3.00; monthly dues, 35 cents; times of meeting, every Friday at 7 P. M.; no benefits; hours of labor, tour workers, 8; day workers, 9; minimum daily wages, \$1.65; maximum, \$3.75; state of trade, improved by increase in wages in 1907 and 1908.

United Brotherhood of Carpenters and Joiners of America, No. 1,031. Secretary, V. C. Williams, Box 121, Madison; date of organization, March 8, 1902; has no trade agreement with employers; number of members, 24; qualifications for membership, must be a journeyman carpenter of good deportment and competent to command the standard wage; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, third Thursday in each month; death benefit, \$100 to \$200 on death of member, and \$50.00 on death of member's wife; disability benefit, \$100 to \$400; hours of labor, 9; minimum daily wages, \$2.25; maximum, \$2.50; state of trade, about the same as in

1907 and 1908 on house carpentering, but more work on mill construction.

Millinocket.

Federal Trades Union, No. 11,311. Secretary, Samuel H. Carrigan, Millinocket; has trade agreement with employers which expires July, 1910; number of members, 48; qualifications for membership, must be eighteen years of age, of good moral character and not eligible to membership in any trade organization; initiation fee, \$3.00; monthly dues, 50 cents; times of meeting, first Friday in each month; strike and lock-out benefits, \$3.00 to \$5.00 per week; hours of labor, 9; minimum daily wages, \$2.00; maximum, \$3.25.

International Brotherhood of Electrical Workers of America, Local No. 471. Secretary, William J. Boddy, Millinocket; date of organization, September, 1903; has no trade agreement with employers; qualifications for membership, three years' apprenticeship; initiation fee, \$10.00; monthly dues, 75 cents; times of meeting, twenty-first of each month; death benefit, \$100; hours of labor, 8; minimum daily wages, \$2.50.

International Brotherhood of Maintenance of Way Employes, Millinocket Lodge, No. 242. Secretary, J. A. Gaskin, Box 106, Sherman Station; date of organization, 1903; has trade agreement with employers which expires March 1, 1910; number of members, 40; times of meeting, second Thursday in each month; hours of labor, 10; minimum daily wages, \$1.75; maximum, \$2.25; state of trade, no change in the last two years.

International Brotherhood of Pulp, Sulphite and Papermill Workers, No. 12. Secretary, John W. Bark, Box 297, Millinocket; date of organization, January, 1906; has trade agreement with employers which expires July 1, 1910; number of members, 400; qualifications for membership, must be a pulp, sulphite and papermill worker; initiation fee, \$2.00; monthly dues, 35 cents; times of meeting, second and fourth Saturday evenings in each month; hours of labor, tour workers, 8; all others, 9; minimum daily wages, \$1.65; maximum, \$3.25; state of trade, good.

International Brotherhood of Stationary Firemen, No. 69. Secretary, Walter E. McMahon, Millinocket; date of organization, November 2, 1902; has trade agreement with employers

which expires July, 1910; number of members, 78; qualifications for membership, must be a trustworthy fireman, oiler or helper; initiation fee, \$4.00; monthly dues, 50 cents; times of meeting, second Monday evening in each month; has strike benefit; hours of labor, tour workers, 8; day workers, 9; minimum daily wages, \$1.79; maximum, \$3.25; state of trade, fair since settlement of strike of papermakers in September, 1908.

Shirt, Waist and Laundry Workers' International Union, No. 20. Secretary, F. H. Bragdon, Millinocket; date of organization, January, 1905; qualifications for membership, must be employed about a laundry; initiation fee, \$4.00; monthly dues, 50 cents; times of meeting, third Friday in each month; death benefit, \$100; hours of labor, 9; minimum daily wages, \$1.75; maximum, \$2.50.

United Brotherhood of Carpenters and Joiners of America, No. 1,707. Secretary, C. E. Beatham, Millinocket; date of organization, July 19, 1903; has no trade agreement with employers; number of members, 54; qualifications for membership, able to command the minimum wage; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, last Friday in each month; disability benefit, \$100 to \$400; death benefit, \$100 to \$200 on death of member, and \$50.00 on death of member's wife; hours of labor, 9; minimum daily wages, \$2.00; maximum, \$3.00.

Milo.

International Brotherhood of Maintenance of Way Employes, Milo Lodge. Secretary, W. S. Davis, R. F. D. No. 1, Dover; date of organization, November 23, 1903; has trade agreement with employers which expires April 1, 1910; number of members, 50; qualifications for membership, must be born of white parents, able to read and write, sober, moral and otherwise of good character, and must have served one year or more in the maintenance of way department; initiation fee, foremen, \$3.00; all others, \$2.00; monthly dues, 38 cents; times of meeting, second Monday in each month; no benefits; hours of labor, 10; minimum daily wages, \$1.75; maximum, \$3.50; state of trade shows a decrease from 1907, and about the same as in 1908.

Mount Desert (Hall Quarry).

Granite Cutters' International Association of America, Hall Quarry Branch. Secretary, M. M. Lampher, Hall Quarry; date of organization, 1894; has trade agreement with employers which expires March 1, 1910, provided either party gives three months' previous notice; number of members, 6; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, twentieth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, dull.

Paving Cutters' Union of United States and Canada, Branch No. 26. Secretary, George Innes, Hall Quarry; date of organization, January 8, 1903; has trade agreement with employers which expires April 30, 1910; number of members, 30; qualifications for membership, must be a competent workman and not in bad standing in any other labor organization; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, seventeenth of each month; death benefit, \$100; hours of labor, 8; minimum daily wages, none fixed, all piece work; state of trade, not one-quarter of what it was in 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 7. Secretary, Walter Reed, Hall Quarry; date of organization, July 26, 1902; has trade agreement with employers which expires March 11, 1910; number of members, 70; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, eighteenth of each month at 6.30 P. M.; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$2.25; state of trade, about the same as in the last two years.

Mussel Ridge Plantation (High Island).

Granite Cutters' International Association, High Island Branch. Secretary, James N. Dempster, Saint George; date of organization, June, 1904; has trade agreement with employers which expires March 1, 1910; number of members, 70; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly

dues, \$1.00; times of meeting, about the twenty-seventh of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, better than in 1907 and 1908.

Paving Cutters' Union of United States and Canada, Branch No. 41. Secretary, James McIntosh, High Island; has trade agreement with employers which expires May 1, 1910; number of members, 8; times of meeting, first Wednesday after the twentieth of each month; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$3.00; state of trade, dull as compared with 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 11. Secretary, L. C. Woodbury, High Island; date of organization, June 1, 1904; has trade agreement with employers which expires March 1, 1911; number of members, 40; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, second Wednesday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.80; maximum, \$2.00; state of trade, much improved over 1907 and 1908.

Old Town.

Bricklayers, Masons and Plasterers' Union, No. 13. Secretary, Philip Eastman, Milford; date of organization, March 15, 1903; has no trade agreement with employers; number of members, 21; initiation fee, \$10.00; monthly dues, 25 cents; times of meeting, second Monday in each month; hours of labor, 8; minimum daily wages, \$3.50; state of trade, good.

Orono.

International Brotherhood of Papermakers, No. 83. Secretary, Nicholas J. Peters, Box 407, Orono; date of organization, August 26, 1902; has no trade agreement with employers; number of members, 140; qualifications for membership, must be employed at a branch of the trade under the jurisdiction of the Brotherhood of Papermakers; initiation fee, \$1.00 or \$2.00; monthly dues, 40 cents or 55 cents; times of meeting, fifth and twentieth of each month; no benefits; hours of labor, 8; minimum daily wages, \$1.50; maximum, \$3.25; state of trade during 1909 has been better than in 1907 and 1908.

Phippsburg (Sebasco).

Lobster Fishermen's National Protective Association, Sebasco Branch. Secretary, Frank H. Beal, Sebasco; date of organization, November, 1907; number of members, 38; qualifications for membership, must be a lobster fisherman; initiation fee, \$1.00; monthly dues, 30 cents; times of meeting, every Thursday evening.

Portland.

Amalgamated Sheet Metal Workers' International Alliance, No. 120. Secretary, Thomas J. Hargadon, 46 Brattle street, Portland; date of organization, November, 1905; has no trade agreement with employers; number of members, 15; qualifications for membership, must be working at the trade; initiation fee, \$10.00; monthly dues, 65 cents; times of meeting, first Thursday in each month; hours of labor, 8; state of trade, not so good as during 1907 and 1908.

American Federation of Musicians, No. 364. Secretary, Howard T. Gogins, 16 Monument square, Portland; date of organization, February, 1904; has no trade agreement with employers; number of members, 192; qualifications for membership, must be a qualified musician; initiation fee, \$5.00; monthly dues, 25 cents; times of meeting, first Sunday in each month.

Atlantic Coast Seamen's Union, Portland Branch. Secretary, William H. Frazier, 1½ Lewis street, Boston, Mass.; date of organization, November 27, 1887; has trade agreement with employers which may be terminated on thirty days' notice; number of members, 3,580 on the whole Atlantic coast; qualifications for membership, must be an able-bodied seaman; initiation fee, \$2.50; monthly dues, 70 cents; times of meeting, every Monday evening; death benefit, \$50.00; disability benefit, \$200; shipwreck benefit, \$25.00; minimum monthly wages, \$30.00 and board; state of trade for 1909 as compared with 1907 and 1908, improved.

Bricklayers, Masons and Plasterers' Union, No. 16, Stone Masons. Secretary, Giovanni Romano, 10 Mountfort street, Portland; date of organization, 1906; has no trade agreement with employers; number of members, 16; qualifications for membership, must be a practical stone mason; initiation fee,

\$15.00; monthly dues, 50 cents; times of meeting, second and fourth Thursdays in each month; hours of labor, 8; minimum daily wages, \$3.50; state of trade, about the same as in 1907 and 1908.

Bricklayers' Protective Union No. 2. Secretary, Mark Loring, 201 Cumberland avenue, Portland; date of organization, February 6, 1890; has verbal agreement with employers, indefinite as to time; number of members, 98; qualifications for membership, must be a competent workman; initiation fee, \$15.00; monthly dues, 50 cents; times of meeting, every Monday evening; sick benefit, \$5.00 per week; death benefit, \$100; hours of labor, 8; minimum daily wages, \$4.00; state of trade, very good and has been during the past few years.

Brotherhood of Locomotive Engineers, Division No. 40. Secretary, George W. Babb, 877 Congress street, Portland; date of organization, November 17, 1895; has trade agreement with employers which may be terminated upon thirty days' notice by either party; number of members, 230; qualifications for membership, six months' experience as a locomotive engineer; initiation fee, \$10.00; annual dues, \$5.50; times of meeting, second and fourth Sundays in each month; insurance benefit, \$1,500 to \$4,500; hours of labor, 11; minimum daily wages, \$4.00.

Brotherhood of Locomotive Firemen and Enginemen, Great Eastern Lodge, No. 4. Secretary, A. E. Dennison, 10 Inverness street, Portland; date of organization, December 1, 1873; has trade agreement with employers which may be terminated upon thirty days' notice by either party; number of members, 210; qualifications for membership, must be white born, of good moral character, sober and industrious, sound in body and limb, eyesight normal, not less than eighteen years of age, able to read and write the English language, and must have served at least nine months as a locomotive fireman; initiation fee, \$5.00; annual dues, \$2.50; beneficiary dues, vary according to amount of insurance carried; times of meeting, first and third Sundays in each month; hours of labor, 1 to 16; minimum daily wages, \$1.75; maximum, \$3.50; state of trade, better than in 1907 and 1908.

Brotherhood of Painters, Decorators and Paperhangers of America, Portland Local, No. 237. Secretary, Auguste Scofier,

7 Fremont place, Portland; date of organization, October 29, 1900; has trade agreement with employers which expires in May, 1911; number of members, 160; qualifications for membership, must be competent to command the average wage; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, every Monday evening; death benefit, \$100 to \$150; hours of labor, 8; minimum daily wages, \$2.75; maximum, \$3.00 and \$3.25; state of trade, poor compared with the last two years.

Brotherhood of Railroad Station Employes, Division No. 7. Secretary, James R. Regan, 123 Monument street, Portland; date of organization, 1908; has no trade agreement with employers; number of members, 35; qualifications for membership, must be a white person, over eighteen years of age, of good reputation, an employe of any railroad corporation, and not already provided for by some recognized international or national organization; initiation fee, \$1.00; monthly dues, not less than 50 cents per month; times of meeting, last Sunday afternoon in each month; death benefit, \$50.00; has also sick and accident benefits; hours of labor, 10; minimum daily wages, \$1.70; state of trade is more active than in 1907 and 1908.

Brotherhood of Railroad Station Employes, No. 15. Secretary, John H. Carroll, 43 Clark street, Portland; date of organization, August, 1908; has verbal agreement with employers, indefinite as to time; number of members, 30; qualifications for membership, must be a white person, over eighteen years of age, of good reputation, an employe of any railroad corporation, and not already provided for by some recognized international or national organization; initiation fee, \$1.00; monthly dues, not less than 50 cents per month; times of meeting, second Sunday in each month; hours of labor, 10; minimum daily wages, \$1.70; maximum, \$2.00; state of trade, no improvement over 1907 and 1908.

Brotherhood of Railroad Trainmen, H. W. Longfellow Lodge, No. 82. Secretary, Walter H. Kimball, 147 Saint John street, Portland; date of organization, April 25, 1896; has trade agreement with employers which may be terminated on thirty days' notice by either party; number of members, 600; qualifications for membership, one year's experience in train or yard service; initiation fee, \$3.00; monthly dues, 50 cents;

times of meeting, first, second, and fourth Sundays in each month; insurance benefit, \$500, \$1,000 or \$1,350 for death or total disability; hours of labor, 10 in yard, 11 on road; minimum daily wages, \$2.25; maximum, \$3.05; state of trade, much better in railroad service than in 1907 and 1908.

Cigarmakers' International Union of America, No. 470. Secretary, Charles E. Downs, 51 Temple street, Portland; date of organization, 1901; has no trade agreement with employers; number of members, 11; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; monthly dues, \$1.20; times of meeting, second Sunday in each month; sick benefit, \$5.00 per week; death benefit, \$50.00 to \$500 according to length of time of membership; hours of labor, 8; minimum daily wages, \$3.00; average, \$3.50; state of trade, about the same as in 1907 and 1908.

Coal Drivers' Union, No. 670. Secretary, David E. McDonald, 126 Free street, Portland; date of organization, May 1, 1906; has trade agreement with employers; number of members, 21; qualifications for membership, must be of good moral character; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, second and fourth Wednesdays in each month; hours of labor, 10; minimum weekly wages, \$10.00; state of trade, about the same as in 1907 and 1908.

Granite Cutters' International Association of America, Portland Branch. Secretary, George C. Grierson, 20 Dyer street, South Portland; date of organization, 1887; has trade agreement with employers which expires April 1, 1910; number of members, 65; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, third Monday in each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.25; state of trade, better than for the past three years.

International Brotherhood of Electrical Workers of America, No. 399. Secretary, Winifred J. Ingersoll, 20 Winter street, Portland; date of organization, April 16, 1903; has no trade agreement with employers; number of members, 50; qualifications for membership, good health and workmanship and between the ages of 18 and 45; initiation fee, \$5.00; monthly

dues, 60 cents; times of meeting, every Tuesday evening; death benefit, \$100; hours of labor, 9; average daily wages, \$2.50; state of trade shows some improvement over 1907 and 1908.

International Hodcarriers and Building Laborers' Union of America, No. 8. Secretary, Edward A. Hopkins, 28 Center street, Portland; date of organization, May 12, 1901; has no trade agreement with employers; number of members, 125; qualifications for membership, good moral character and must be working at the business; initiation fee, \$5.00; monthly dues, 55 cents; times of meeting, every Monday evening; sick benefit, \$5.00 per week; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$2.25; maximum, \$2.75; state of trade, slack, no improvement.

International Printing Pressmen's Union, No. 22. Secretary, Thomas J. Magner, 20 Deer street, Portland; date of organization, January 11, 1898; has no trade agreement with employers; number of members, 15; qualifications for membership, 21 years of age and four years' apprenticeship; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, second Monday in each month; death benefit, \$100 to pressmen, \$75.00 to press feeders; hours of labor, 8; minimum daily wages, \$1.50; maximum, \$3.00; state of trade, shows slight increase over 1907 and 1908.

International Typographical Union, No. 66. Secretary, Peter J. Curran, 54 Pleasant street, Portland; date of organization, December, 1885; has verbal agreement with employers, indefinite as to time; number of members, 70; qualifications for membership, 21 years of age, competency and a minimum apprenticeship of four years; initiation fee, \$2.00; monthly dues, 60 cents; times of meeting, second Sunday in each month; death benefit, \$75.00; sick benefit and local relief association admitting all members of the allied crafts pays \$5.00 a week for not exceeding thirteen consecutive weeks in each year; hours of labor, 8; minimum daily wages, \$2.50; state of trade, some improvement over 1907 and 1908.

International Moulders' Union, Local No. 248. Secretary, Dennis W. Sexton, 14 Olympia street, Portland; date of organization, August 29, 1906; has verbal agreement with employers, indefinite as to time; number of members, 47;

qualifications for membership, four years' apprenticeship; initiation fee, \$5.00; weekly dues, 40 cents; times of meeting, second and fourth Thursdays in each month; sick benefit, \$5.00 per week not exceeding thirteen weeks in any one year; death benefit, \$100 to \$200 according to length of time of membership; hours of labor, 9; minimum daily wages, \$2.75; state of trade shows slight improvement over 1907 and 1908.

Journeyman Barbers' International Union, No. 210. Secretary, Joseph H. DeCosta, 217 Federal street, Portland; date of organization, April 4, 1900; has trade agreement with employers, indefinite as to time; number of members, 64; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; monthly dues, 60 cents; times of meeting, first and third Wednesday evenings in each month; sick benefit, \$5.00 per week not exceeding sixteen weeks in any one year; death benefit, \$60.00 to \$500 according to length of time of membership; hours of labor, 11; minimum daily wages, \$2.00; maximum, \$2.50; state of trade, not much change.

Longshore Carpenters' Protective and Benevolent Society, No. 1. Secretary, Joseph A. McDonald, 76 Waterville street, Portland; date of organization, April 13, 1898; has no trade agreement with employers; number of members, 75; qualifications for membership, must be an American citizen and a resident of Cumberland county for at least six months; initiation fee, \$10.00; monthly dues, 25 cents; times of meeting, second and fourth Wednesdays in each month; sick benefit, \$4.00 per week; death benefit, \$50.00; hours of labor, not limited; minimum daily wages, \$3.00; state of trade, about the same as in 1907 and 1908.

Longshoremen's Benevolent Society. Secretary, John J. Connelly, corner India and Middle streets, Portland; date of organization, October, 1880; has no trade agreement with employers; number of members, 350; qualifications for membership, must be able-bodied; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, every Tuesday at 7.30 P. M.; sick benefit, \$5.00 per week; death benefit, \$100; hours of labor, 10 when there is work; average for the year, about 5; minimum daily wages, \$3.00; state of trade, dull.

Order of Railway Conductors, Pine Tree Division, No. 66. Secretary, Wellington Sprague, 810 Congress street, Portland;

date of organization, March 19, 1890; has trade agreement with employers, indefinite as to time; number of members, 140; qualifications for membership, good moral character, and six months' experience as a conductor; initiation fee, \$5.00; no dues; times of meeting, third Sunday in each month; has compulsory insurance of at least \$1,000.

Retail Clerks' International Protective Association, No. 674. Secretary, Carlos M. Smith, 7 Preble street, Portland; has no trade agreement with employers; number of members, 50; qualifications for membership, must be a retail clerk in any business except the liquor traffic; initiation fee, \$1.00; monthly dues, 25 cents; times of meeting, first and third Sundays in each month; death benefit, \$100 after one year's membership; hours of labor, 10; minimum weekly wages, \$10.00.

United Association of Journeymen Plumbers, Gasfitters, Steamfitters and Steamfitters' Helpers of United States and Canada, No. 17. Secretary, Edwin B. Snow, 418 Cumberland avenue, Portland; date of organization, May 21, 1904; has no trade agreement with employers; number of members, 88; qualifications for membership, must be a skilled mechanic and of good moral character; initiation fee, \$25.00; weekly dues, 30 cents; times of meeting, every Tuesday evening; sick benefit, \$5.00 per week for not exceeding thirteen weeks; death benefit, \$100; hours of labor, 8; minimum daily wages, \$2.50; maximum, \$3.00; state of trade, very good, not much change in last few years.

United Brotherhood of Carpenters and Joiners of America, No. 517. Secretary, H. N. Thompson, 8 Dermot court, Portland; date of organization, March 12, 1900; has no trade agreement with employers; number of members, 363; qualifications for membership, must be 18 years of age, of good moral character, and ability to command the average wage; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, every Monday at 8 P. M.; sick benefit, \$2.00 per week; disability benefit, \$100 to \$400 according to length of time of membership; death benefit, \$200; hours of labor, 8; minimum daily wages, \$2.50; maximum, \$2.75; state of trade, a good average with the past two years.

United Brotherhood of Leatherworkers on Horse Goods, No. 136. Secretary, C. M. Godfrey, 34 Free street, Portland; date

of organization, May 26, 1903; has verbal agreement with employers, indefinite as to time; number of members, 12; qualifications for membership, must have worked four years at the business and of good moral character; initiation fee, \$3.00; monthly dues, 25 cents; times of meeting, first Tuesday in each month; sick benefit, \$5.00 per week for not exceeding thirteen weeks; death benefit, \$40.00; hours of labor, June to September inclusive, 55 per week; October to May, 54 per week; minimum daily wages, \$2.25; state of trade, about the same as in 1907 and 1908.

Prospect.

Paving Cutters' Union of United States and Canada, Branch No. 80. Secretary, Rufus A. Harriman, R. F. D. No. 1, Bucksport; has trade agreement with employers which expires March 1, 1910; number of members, 30; qualifications for membership, must be a competent workman and not in bad standing in any other labor organization; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, monthly; death benefit, \$100; hours of labor, 8; minimum daily wages, \$2.25; maximum, \$3.00; state of trade is very poor.

Quarryworkers' International Union of North America, Branch No. 130. Secretary, A. L. Corson, R. F. D. No. 1, Bucksport; date of organization, April, 1908; had trade agreement with employers which expired November, 1909; number of members, 25; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, first Monday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.60; maximum, \$2.00; the state of trade has been 90 per cent poorer than during 1907 and 1908.

Rockland.

Cigarmakers' International Union of America, No. 273. Secretary, C. W. Morrill, care of J. W. A. Cigar Co., Rockland; date of organization, September, 1892; has trade agreement with employers, indefinite as to time; number of members, 14; qualifications for membership, three years' apprenticeship, and must be eighteen years of age; initiation fee, \$3.00; monthly dues, \$1.20; times of meeting, first Thursday in each month; sick benefit, \$5.00 per week; hours of labor, 8; minimum daily

wages, \$3.00; maximum, \$5.00; state of trade, a little better than in 1907 and 1908.

Rumford (Falls).

Bricklayers, Masons and Plasterers' Union, No. 10. Secretary, Frank W. Elliott, Rumford; date of organization, December 4, 1900; has no trade agreement with employers; number of members, 20; initiation fee, \$11.00; monthly dues, 50 cents; times of meeting, first and third Thursdays in each month; hours of labor, 8; minimum daily wages, \$4.00; state of trade, not as good as during 1907 and 1908.

Journeyman Barbers' International Union of America, No. 101. Secretary, George B. McMennamin, 11 Knox street, Rumford; date of organization, July 1, 1908; has no trade agreement with employers; number of members, 15; qualifications for membership, three years' apprenticeship; initiation fee, \$3.00; monthly dues, 60 cents; times of meeting, fourth Tuesday in each month; sick benefit, \$5.00 per week not to exceed twenty weeks in any one year; hours of labor, average 11; minimum daily wages, \$2.00; maximum, \$2.50; state of trade, about the same as in 1907 and 1908.

Saco.

Loomfixers' Union, No. 54. Secretary, Odias Ledoux, 65 Green street, Biddeford; date of organization, December 30, 1898; has no trade agreement with employers; number of members, 210; qualifications for membership, must be a competent loomfixer of good habits; initiation fee, \$2.00; monthly dues, 60 cents; times of meeting, first and second Fridays in each month; sick benefit, \$4.00 per week; death benefit, \$50.00; hours of labor, 10; minimum daily wages, \$1.80; maximum, \$2.25.

Saint George (Long Cove).

Paving Cutters' Union of United States and Canada, No. 8. Secretary, C. E. Lane, Long Cove; date of organization, 1898; has trade agreement with employers which expires in March, 1913; number of members, 110; qualifications for membership, must be an average workman at the trade; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, third Wednesday in each month; death benefit, \$100; hours of labor, 8; minimum

daily wages, \$2.00; maximum, \$3.00; state of trade, about the same as during the last two years.

Skowhegan.

Bricklayers, Masons and Plasterers' Union, No. 11. Secretary, James A. Brown, 3 Dinsmore street, Skowhegan; date of organization, August 1, 1901; has no trade agreement with employers; number of members, 18; qualifications for membership, must be a competent workman; initiation fee, \$10.00; monthly dues, 25 cents; times of meeting, second and fourth Mondays in each month; death benefit, assessment of \$1.00 each on death of member, and 50 cents on death of member's wife; hours of labor, 9; minimum daily wages, \$3.50; state of trade, better than in 1907, about the same as in 1908.

Laborers' Protective Union, No. 10, 191. Secretary, George McVicar, Box 133, Skowhegan; date of organization, August 14, 1902; has trade agreement with employers, indefinite as to time; number of members, 20; qualifications for membership, must be able to perform a full day's work; initiation fee, \$1.00; monthly dues, 20 cents; times of meeting, alternate Friday evenings; no benefits; hours of labor, 9; minimum daily wages, \$1.75; state of trade, about the same as during 1907 and 1908.

United Brotherhood of Carpenters and Joiners, No. 787. Secretary, N. Lester Shapley, 7 North avenue, Skowhegan; date of organization, April 23, 1901; has no trade agreement with employers; number of members, 40; qualifications for membership, must be a practical carpenter and able to command the standard wage; initiation fee, \$5.00; monthly dues, 50 cents; times of meeting, second and fourth Thursdays in each month at 7.30 P. M.; hours of labor, 9; minimum daily wages, \$2.25; maximum, \$2.75; state of trade, about the same as in 1907 and 1908.

Solon.

International Brotherhood of Pulp, Sulphite and Papermill Workers, No. 53. Secretary, L. A. Powell, Solon; date of organization, July 28, 1904; had trade agreement with employers which expired October 25, 1909; number of members, 70; qualifications for membership, must be a pulp, sulphite and papermill worker; initiation fee, \$2.00; monthly

dues, 40 cents; times of meeting, every Thursday evening; no benefits; hours of labor, day workers, 9; tour workers, 11 by day, 13 by night; minimum daily wages, \$1.50; maximum, \$1.80.

South Portland.

Amalgamated Association of Iron, Steel and Tin Workers. Secretary, John McKay, South Portland; has no trade agreement with employers; qualifications for membership, must have served an apprenticeship and qualified to work at the trade; times of meeting, second Saturday in each month; hours of labor, 10 to 12; average daily wages, \$4.00.

South Thomaston (Spruce Head).

Granite Cutters' International Association of America, Spruce Head Branch. Secretary, A. Caddy, Spruce Head; date of organization, February 25, 1877; has trade agreement with employers which expires March 1, 1910; number of members, 75; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, about the twentieth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.40; trade is much better this year than during 1907 and 1908, the number employed being about one-third larger.

Stonington.

Granite Cutters' International Association of America, Stonington Branch. Secretary, Alexander Chalmers, Stonington; date of organization, December 27, 1887; has trade agreement with employers which expires May 1, 1911; number of members, 225; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, between the twentieth and twenty-sixth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.75; state of trade, good.

Granite Cutters' International Association of America, Tool Sharpeners' Branch, No. 13. Secretary, Arthur D. Smith, Box

268, Stonington; date of organization, 1906; has trade agreement with employers which expires May 1, 1911; number of members, 24; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, about the twentieth of each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade for the year has not been as good as during 1907 and 1908.

Paving Cutters' Union of United States and Canada, No. 12. Secretary, H. L. Perkins, Stonington; date of organization, April 21, 1902; has trade agreement with employers which expires May 1, 1910; number of members, 50; qualifications for membership, must be a practical workman; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, third Friday in each month; death benefit, \$100; hours of labor, 8; minimum daily wages, \$3.00; state of trade, about the same as 1907 and 1908.

Quarryworkers' International Union of North America, Branch No. 74. Secretary, Andrew Stinson, Box 164, Stonington; date of organization, April 27, 1905; has trade agreement with employers which expires May 1, 1911; number of members, 258; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, third Thursday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$2.00.

Sullivan (North).

Granite Cutters' International Association of America, North Sullivan Branch. Secretary, Fred B. Havey, North Sullivan; date of organization, December 31, 1891; has trade agreement with employers which expires May 1, 1910; number of members, 50; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, third Saturday in each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.25; state of trade, improved over last two years.

Paving Cutters' Union of United States and Canada, No. 71. Secretary, Robert Abel, North Sullivan; has trade agreement with employers which expires April 30, 1910; number of members, 75; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, third Thursday in each month; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$2.50; state of trade, much improved, the demand for paving blocks having been a great deal better this year than in the two years previous.

Quarryworkers' International Union of North America, Branch No. 52. Secretary, L. H. Hooper, North Sullivan; date of organization, April 1, 1904; has trade agreement with employers which expires May 1, 1912; number of members, 65; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, third Monday in each month; hours of labor, 8; minimum daily wages, \$1.75; maximum, \$2.08; state of trade, 25 per cent better than in 1907 and 1908.

Topsham (Pejepscot).

International Brotherhood of Papermakers, No. 23. Secretary, George Clifford, Pejepscot; date of organization, August 1, 1908; has no trade agreement with employers; number of members, 28; qualifications for membership, must be employed at a branch of the trade under the jurisdiction of the Brotherhood of Papermakers; times of meeting, second Sunday in each month; minimum daily wages, \$1.50; maximum, \$3.75; state of trade has been much better than in 1908 as we have been employed full time.

Vinalhaven.

Granite Cutters' International Association of America, Vinalhaven Branch. Secretary, L. M. Treat, Vinalhaven; date of organization, February 19, 1877; has trade agreement with employers which expires March 1, 1911; number of members, 150; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, third Wednesday in each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$3.40; state of trade, much better than in 1907 and 1908.

Paving Cutters' Union of United States and Canada, No. 34. Secretary, John Whittington, Vinalhaven; date of organization, May, 1903; has trade agreement with employers which expires April 1, 1910; number of members, 13; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, about the middle of each month; death benefit, \$100; hours of labor, 8; minimum daily wages, none fixed, all piece work; state of trade, a great deal better this year than during the two years previous.

Quarryworkers' International Union of North America, Branch No. 55. Secretary, George B. Smith, 7 Lake street, Vinalhaven; date of organization, May 1, 1904; has trade agreement with employers which expires March 1, 1911; number of members, 70; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, third Saturday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.75; maximum, \$2.00; state of trade, great improvement over two previous years.

Waldoboro.

Granite Cutters' International Association of America, Waldoboro Branch. Secretary, James Harkens, Waldoboro; date of organization, August, 1898; has trade agreement with employers which expires in 1911; number of members, 54; qualifications for membership, must have served a regular apprenticeship at the trade; initiation fee, \$3.00 to \$25.00; monthly dues, \$1.00; times of meeting, third Friday in each month; death benefit, \$50.00 to \$200; has old age and honorary benefits; hours of labor, 8; minimum daily wages, \$3.00; state of trade, some improvement, more work this year than during the two previous years.

Paving Cutters' Union of United States and Canada. Secretary, George H. Douglass, Waldoboro; date of organization, September 4, 1901; has trade agreement with employers which expires March 1, 1911; number of members, 8; qualifications for membership, two years' apprenticeship at the trade and able to earn fair wages; initiation fee, \$3.00; monthly dues, 40 cents; times of meeting, first Monday after the fifteenth of each month; death benefit, \$100; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$3.00; trade is about the same as during 1908, but much poorer than in 1907.

Quarryworkers' International Union of North America, Branch No. 9. Secretary, W. F. B. Feyler, Waldoboro; date of organization, June, 1902; has trade agreement with employers which expires March 7, 1912; number of members, 25; qualifications for membership, must be employed in or about a quarry; initiation fee, \$1.00; monthly dues, 50 cents; times of meeting, second Wednesday in each month; death benefit, \$50.00; hours of labor, 8; minimum daily wages, \$1.60; maximum, \$2.80; state of trade, during first part of year not so good as during 1907 and 1908.

Waterville.

Bricklayers, Masons and Plasterers' Union, No. 8. Secretary, George W. Lever, Kelsey street, Waterville; date of organization, May, 1899; has no trade agreement with employers; number of members, 60; qualifications for membership, must be a practical workman; initiation fee, \$11.00; monthly dues, 35 cents; times of meeting, first and third Tuesdays in each month; accident benefit, \$2.00 per week; hours of labor, 8; minimum daily wages, \$3.00; maximum, \$4.00; state of trade, about the same as in 1907, but not as good as in 1908.

Brotherhood of Railroad Station Employes, Waterville Division, No. 16. Secretary, Winslow D. Frost, 40 Oakland street, Waterville; date of organization, June 28, 1909; has no trade agreement with employers; number of members, 33; qualifications for membership, must be a white person, over eighteen years of age, of good reputation, an employe of any railroad corporation, and not already provided for by some recognized international or national organization; initiation fee, \$1.00; monthly dues, not less than 50 cents; times of meeting, last Sunday in each month at 3.30 P. M.; hours of labor, 10; minimum daily wages, \$1.25; maximum, \$1.90; state of trade, no change in last few years.

Brotherhood of Railroad Trainmen, Kennebec Lodge, No. 343. Secretary, Thomas W. Lunnin, 36 Boutelle avenue, Waterville; date of organization, 1895; has trade agreement with employers which may be terminated on thirty days' notice by either party; number of members, 130; qualifications for membership, one year's train or yard service; initiation fee,

\$3.00; monthly dues, 50 cents; times of meeting, second and fourth Sundays in each month; death and total disability insurance in three classes; class A, \$500, class B, \$1,000, class C, \$1,350, costing 75 cents, \$1.50 and \$2.00 per month respectively, total disability being any injury which disables a man so he cannot follow his occupation; hours of labor, 10 in yard, 11 on train; minimum daily wages, \$2.00 in yard and train service; trade during 1909 is slightly less than in 1907 and in excess of 1908.

Cotton Mule Spinners' Association, Union No. 15. Secretary, Michael J. Leahy, Box 140, Waterville; date of organization, November 10, 1900; has no trade agreement with employers; number of members, 6; qualifications for membership, must be a mule spinner; no initiation fee; monthly dues, 50 cents; times of meeting, first and third Tuesdays in each month; no benefits; hours of labor, 10; minimum daily wages, \$3.00; state of trade, in the mule spinning department it has improved over the last two years.

International Association of Carworkers, Pine Tree Lodge, No. 144. Secretary, I. V. Carter, 3 High street, Waterville; date of organization, June, 1903; has no trade agreement with employers; number of members, 40; qualifications for membership, good moral character, and employed in any capacity in the construction or repair of cars; initiation fee, \$2.00; monthly dues, 35 cents; times of meeting, fourth Tuesday in each month; no sick or death benefits; hours of labor, 9; minimum daily wages, \$1.60; maximum, \$1.90; state of trade, a little better than in 1907 and 1908.

International Association of Machinists, Waterville Lodge No. 285. Secretary, Roscoe H. Freeman, 4 Sturtevant street, Waterville; date of organization, October 4, 1904; has no trade agreement with employers; number of members, 40; qualifications for membership, white, male, working at the trade and receiving the minimum rate of wages paid in his class in the vicinity; initiation fee, \$3.00; death benefit, \$50.00 to \$200; hours of labor, 9; minimum daily wages, \$2.30; maximum, \$2.75; state of trade, about the same as during 1907 and 1908.

International Typographical Union, No. 643. Secretary, Melvin F. Davis, 11 Summer street, Waterville; date of organization, January 23, 1905; has trade agreement with employers;

number of members, 20; qualifications for membership, four years' apprenticeship; initiation fee, \$2.00; monthly dues, 50 cents; times of meeting, first Saturday in each month at 5 P. M. in Waterville Sentinel office; death benefit, \$75.00; hours of labor, 8; minimum weekly wages, \$13.50 for day work, \$18.00 for night work.

United Brotherhood of Carpenters and Joiners of America, No. 348. Secretary, Charles Rodrigue, 25 Front street, Waterville; date of organization, September 4, 1899; has no trade agreement with employers; number of members, 97; qualifications for membership, must be a competent carpenter, of good character, and between eighteen and fifty years of age; initiation fee, \$5.00; monthly dues, 50 cents, and for those over fifty years of age, 30 cents; times of meeting, every Friday evening; sick benefit, \$1.50 to \$3.00 per week; death benefit, \$200 on death of member, and \$50.00 on death of member's wife; hours of labor, 8; minimum daily wages, \$2.00; maximum, \$3.00; state of trade, improved late this season.

OPINIONS OF WORKING MEN ON LEGISLATION.

On the blank used in gathering information for our directory of trades unions we asked the secretaries of locals for an individual opinion in regard to what they thought desirable in the way of legislation that would be in the interest of the masses. The responses to this request have been compiled and are here presented.

From my point of view there are a great many things which, if enacted into law, would be in the interest of the masses among which are:

1. The election of United States senators by direct vote of the people.
2. Revision of the tariff on the necessities of life.
3. Repeal of the Sturgis liquor law.
4. Resubmission of the prohibitory amendment.
5. An income tax, and a law regulating marriages in a manner that will lessen the growing evil of divorce.

Barber.

Enforce the laws that we already have and the masses will be very well provided for.

Laborer.

Enforce the education law which requires municipalities to provide suitable and sufficient school room for all the children within their jurisdiction. Until this is done it is useless to be passing laws restricting the employment of children. Industrial training is a step in the right direction and, combined with our common school work, will develop and educate our children in a manner that will be beneficial to themselves and a credit to the schools. Give the boys access to tools and mechanical appliances and then, after they have developed a liking for some trade or calling, regulate their mental training so as to bring out the best that is in them. This will be in the interest of the masses, not only of the present time but of the future.

Carpenter.

Make short hours for the poor laborers, give them more pay so they can educate their families and not have to send them to work. Next put down the trusts. Every business is a trust nowadays, coal, ice, and all such stuff. They can charge whatever they like. There should be a stop put to such things, as the poor man with a family has hard scratching to live.

Granite Cutter.

Legislation to stop army bands from competing with civilian musicians. Such a law is in existence but ignored even when army musicians' pay has been doubled to compensate them for such prohibition.

Musician.

In the interest of the masses, base wages upon the cost of living instead of taking advantage of the laborers' necessities.

Quarryworker.

A law that would commit to the insane asylum any man who refuses to support his family, and is loafing upon the earnings of his children who should be in school.

Granite Cutter.

Weekly payment of wages, and a law that will require the protection of machinery so as to prevent accident.

Bricklayer.

My opinion in regard to legislation would be to have the owners of all mills running Sunday and Sunday night fined, and that there should be some one appointed to see that it was carried out.

Papermaker.

Sunday employment results in financial gain, but I think the purpose of the law is to have one day in seven devoted to something besides work and monetary consideration, and for this reason alone, Sunday should be observed and the law enforced.

Papermaker.

I think if we had a law that would compel parents to send their children to school according to the school laws, it would result in great benefit to both the parents and children. If truant officers would attend to their duty the conditions would be greatly improved.

Quarryworker.

My opinion, no matter how freely expressed, will not change any existing condition of things. I object to the advance of prices for butter, eggs, meat, etc., but they continue to go up and my opinion is that the masses will have to have more pay or get on to the Chinese diet.

Bricklayer.

Legislation that would open up our ship yards would be a great benefit to our State, as it would make employment for thousands of men and stimulate trade in all branches.

Granite Cutter.

Lower fares on the street cars and railroads for those going to and from work, and the cost of eatables, etc., to be less, so that a working man can save a dollar or so of his wages each week.

Printer.

The law on short lobsters should be repealed and the money that is paid to wardens should be used in hatching lobster spawn and distributing the small fish along the coast.

Lobster Fisherman.

Industrial training in our public schools would be much more beneficial to the great mass of scholars than the study of the dead languages and other branches that are of no practical benefit to them in their everyday life.

Carpenter.

Legislation that will give us a merchant marine so that there may be more activity about our docks. I believe that legislation of this kind would stimulate manufacturing and all the people would be benefited.

Longshoreman.

There should be a sanitary law applying to barber shops and said law should be under the jurisdiction of the board of health

of each city and town. Unhealthy persons should not be allowed to work at the trade, as such persons endanger the health of those who innocently patronize them. *Barber.*

I believe that our present caucus system is defective and should be replaced by the direct primary. By this method more voters would take an interest in making the nominations and the nominees would come nearer to being the choice of the people. *Railroad Employee.*

A weekly payment act would be a benefit to the people. *Loomfixer.*

Give us resubmission, the eight-hour law, and enforce the child labor law. *Cigarmaker.*

Make eight hours a legal day's work for all laborers, and have wages paid at least once each week.

Railroad Employee.

There should be a law that will give a citizen and resident of the State a preference in the matter of employment. If soldiers were wanted to defend the country, Greeks, Turks and all such as are invading the State are not the kind that would be called upon to shoulder a gun. *Laborer.*

An eight-hour work day for all trainmen without any decrease in wages. This would be decidedly in the interest of the masses of railroad trainmen whose work day extends into the night during several months of the year.

Railroad Trainman.

Make the commissioner of labor responsible for the enforcement of the labor laws. We appreciate the fact that there are many laws passed in the interest of the masses. We are also satisfied that many of these laws lack proper provisions for enforcement. *Granite Cutter.*

A law causing all places of 5,000 inhabitants or over to have a plumbing ordinance and an expert inspector to be approved by and under the direction of a state board. This would surely benefit the masses as it would raise the sanitary condition of the state more than 50 per cent. The conditions as they exist today are horrible. *Plumber.*

I think a weekly payment law would be of much benefit, as you can do better trading for cash than on the credit plan.

Carpenter.

Prohibition of child labor under sixteen years of age. Eight hours work for all State and municipal work.

Painter.

Rigid inspection of boilers on locomotives and an impartial interpretation of the provisions of the employers' liability law in the case of accidents.

Locomotive Engineer.

A law should be enacted making not more than ten hours constitute a day's work. Now we have to work eleven hours and thirty-one minutes to draw pay for eleven.

Locomotive Fireman.

Incorporate industrial training into the work of our schools. By so doing we would give our boys a chance to develop physically and mechanically as well as mentally.

Railroad Employee.

I would like to be able to express myself upon this subject but I find that my time is all required to figure out how I am going to support my family on my present wages and the prices that are asked for everything. If a law could be passed that would make it easier to obtain the things that are really necessary we would be glad of it.

Quarryworker.

I think that it would be of interest to the laboring class to make it a state law that eight hours constitute a day's work in all branches of business where two or more people are hired to work; also that all such labor be paid in money.

Paving Cutter.

I think a weekly payment law would be most beneficial at present.

Railroad Employee.

Employers' liability law which would place the burden of support of injured or killed worker's family on the employer instead of the community; complete revision of laws governing taxation; a law making eight hours a legal day's work, and constitutional amendment making judges elective officers.

Railroad Trainman.

I believe that it would be a good thing for the State to loan money at a small rate of interest to desirable prospective set-

tlers who desire to purchase abandoned and unused farms for homes.
Granite Cutter.

An eight-hour day for all state and municipal work, and the abolishment of all Sunday work.
Printer.

Give women the right of franchise, and the influence that they would have politically would cause a decided improvement in the matter of their wages and other industrial conditions.

Bricklayer.

Repeal the trustee process law and have an employers' liability law that will make some provision to compensate the family of a man killed or disabled by accident.
Painter.

The labor bureau should investigate the fining system that is practiced in some of our mills and let the public and the legislature know about it.
Textile Worker.

A uniform eight-hour work day. An honest and impartial interpretation of the employers' liability law, and the abolishment of child labor.
Carpenter.

Establish industrial and manual training schools in all cities and large towns. This would give the boys a chance to study mechanics and would aid them in choosing a trade.

Railroad Employee.

Encourage American shipbuilding and build up our foreign trade by granting subsidies whenever it is considered necessary. We want to see more masts surmounted by the stars and stripes.

Carpenter.

If the masses would be a little more particular in their choice of law makers, combinations formed for the purpose of increasing the cost of provisions, coal and clothing, would be short lived because the masses, while not the law makers, are the makers of those who make the laws.
Granite Cutter.

Factory inspection should extend to all business where machines are used, and there should be a law requiring the protection of machinery as much as possible so as to prevent accidents.
Bricklayer.

What the masses want is shorter hours of labor and a larger share of the things that go to make life worth living.

Laborer.

A law to prevent the sale of prison and tenement house made cigars, and a stricter enforcement of the child labor law.

Cigarmaker.

Provide some way to have wages advance with the increased cost of living.

Moulder.

An eight-hour work day for all labor and weekly payment of wages.

Laborer.

An eight-hour day for all branches of trade. Your question opens up a large field for thought that should be carefully considered by all workingmen. It is true that we have the ballot, but until the masses learn to use it intelligently for their own benefit and will take more interest in the selection of candidates for public offices, there is not much hope of relief even from this source.

Paving Cutter.

The enforcement of laws on the statutes that have been passed presumably in the interest of wage earners.

Granite Cutter.

A state law making eight hours a legal day's work.

Paving Cutter.

Make eight hours a legal work day for all state and municipal work, and provide for the compulsory weekly payment of wages. Such laws would be decidedly in the interest of the masses.

Printer.

The railroad work day is too long and should be reduced to somewhere near the hours worked by the trades and unskilled labor. Railroad men would appreciate very much an opportunity to be with their families more than they can be under the present industrial conditions.

Locomotive Fireman.

It is my opinion that legislation permitting labor unions to publish the names of individuals or firms whom they consider to be unfair in their dealings with their employes, giving the reasons for such action, would give the people an opportunity to form an opinion as to the merits or demerits of each and every case which might be presented, and unless there was libel or coercion, for which we have ample laws, it would be nothing more than an expression of opinion or the exercise of free speech. A law of this kind, or, in fact, any law that will cause

our judges to interpret the law in accord with the spirit and intent of the constitution of the State and nation would be of great benefit.

Laborer.

Legislation constituting eight hours as a legal day's work.

Laborer.

Have county and state officers nominated by the direct primary the same as elections are decided. This would abolish a great deal of political trickery and official incompetency.

Bricklayer.

High license and local option, and do away with the fifty years' farce of prohibition nullified.

Painter.

Maine has labor laws that compare favorably with those in other states, and if they are enforced strictly in accord with their spirit they will be of great benefit to the masses.

Granite Cutter.

My opinion is that the eight-hour day is long enough for the laborer, and that every employe should be given the Saturday afternoon half holiday.

Shoemaker.

Prohibit foreigners who have not declared their intentions to become citizens of the United States from working on government or state work.

Quarryworker.

Enforce the laws that require fire escapes on school buildings, factories and other buildings where there are people employed, or where the people congregate for instruction or amusement.

Bricklayer and Mason.

Legislation that will do away with the middleman and that will bring the consumer and producer nearer together. If the masses could procure flour and meat at somewhere near the cost of production the struggle for an existence would not be so hard as it is.

Quarryworker.

Banish all alien laborers who will not become citizens, and effectually stop all immigration of that kind.

Paving Cutter.

Manual training schools will keep the boys in school and will give them an insight into the trades. There are but very few that aspire to the professions.

Granite Cutter.

A law providing for weekly payment of wages.

Quarryworker.

Enforce the laws regarding Sunday labor and have a law that will provide for the guarding of machinery wherever men and women are obliged to use it.

Papermill Worker.

The wages of school teachers should be regulated by the State, and they should not be less than the wage received by the common laborer. The law should provide a premium for intelligence and thereby discourage illiteracy.

Maintenance of Way Employe.

I think that if the hours were not so long on the railroads that it would be a good thing. I think sixteen hours is too long to keep a man out on an engine, that is the engines that are coming into use the present time for it is too long a time for a man to stand them.

Locomotive Fireman.

To lessen the cost of living to the wage earner.

Maintenance of Way Employe.

More fish wardens to look after the summer hotels and cottages, and better enforcement of the lobster law would benefit us a great deal.

Lobster Fisherman.

Make it compulsory to guard all saws and machinery so that there may be fewer accidents and cripples.

Carpenter.

Enact a law making an eight-hour day for all railroad employes, and make it unlawful to run trains on Sunday or do any other work on railroads.

Maintenance of Way Employe.

The sentiment of the members of this branch is to the effect that all employers with ten men or more should provide a weekly payment of wages, with a penalty of \$10.00 for neglect to do so.

Granite Cutter.

In regard to this legislation I would say that I think there ought to be something done if possible to govern the prices of the necessaries of life, as we think it is partly the fault of the retailers as well as the grafters at the other end. For instance, the price of flour and meat, as the supply is as large as ever and the demand has not increased to a very great extent.

Bricklayer.

Weekly payment is a desirable condition that would be beneficial to textile workers. Also a law to do away with the fining system practised in most of the mills. *Weaver.*

Increase wages to meet the demands made for higher prices for everything that the poor man must have.

Quarryworker.

Discharge about half of the officials hanging on to the State House. *Granite Cutter.*

The appointment of officials whose duty it will be to see that all laws are enforced strictly and impartially without regard to any special or private interests. *Quarryworker.*

Incorporate into our school system methods that will educate the hands of our children as well as their heads, in order that they may be fitted to engage successfully in the battle for an existence. *Granite Cutter.*

Every workingman should have his pay at least once every six days, and then he can have a dollar or two in his pocket once in a while. *Paving Cutter.*

Consolidate the factory inspection department with the bureau of labor with an office at the State House. Make the commissioner of labor responsible for the enforcement of the laws that would come under the jurisdiction of the labor department, and have all other officials of the department subordinate to him. By this method the responsibility would be placed where it should be, and more satisfactory results would be obtained. Maine does not need two labor departments. A weekly payment law is much desired by the laboring people.

Carpenter.

Provide for a weekly payment of wages, and place more responsibility upon the commissioner of labor in regard to the enforcement of the provisions of labor laws.

Retail Clerk.

Less legislation and more enforcement of statutes already enacted would improve conditions. *Railroad Trainman.*

If the laws bear equally upon all no one should object to their enforcement. The application and practice of justice and honesty would do away with the necessity of a great many of the existing laws. *Granite Cutter.*

Legislation that will exclude the hordes of low grade immigrants that are filling every avenue of employment.

Granite Cutter.

Legislation providing for weekly payment of wages would be in the interest of the masses.

Loomfixer.

The legislature should grant concessions to railroads that will extend their lines into the undeveloped parts of the State, or in any direction that will aid the farmers to do away with a long haul to get their farm produce to market.

Maintenance of Way Employe.

I believe if the license law for barbers existed in Maine, much good would result. I hope to see this law passed by our next legislature. Maine is flooded with poor barbers and this condition should be changed by state laws as it was in Wisconsin and Ohio.

Barber.

A law making a weekly payment of wages compulsory on corporations; also a law regulating or abolishing the fining of employes.

Cigarmaker.

There should be provision made to keep trainmen from going between cars; also for a speed limit beyond which men should not be compelled to ride on top of box cars, as bridges are very low. Some roads have many inexperienced men trying to see how many cars they can haul. This can only be regulated by placing a limit upon the number of cars to be hauled in a train.

Trainman.

The enactment of a law to abolish the fining system would be welcome; also a weekly payment law, a law simplifying the court proceedings in case of prosecution to enable the workers to obtain justice with less expense than now, and a state pension for old age workmen.

Weaver.

A universal eight-hour work day and state inspection of sanitary conditions in mills; also enforcement of labor laws already enacted regarding women and children.

Carpenter.

The question is a very important one and many pages could be devoted to it. The adoption of a universal eight-hour work day would indicate a genuine advance in civilization and would be decidedly in the interest of the masses. Then get after child

labor in factories, stores and other places, prevent the sale of prison made goods when they are put in competition with the product of free labor, and when laws are put on the statutes back them up with all the power of the state.

Granite Cutter.

Enforce the law in regard to running mills Sunday, or abolish it. There are many men who violate the Sunday law because they cannot help themselves. Their employment depends upon it.

Papermill Worker.

Less legislation in the interest of special privileges.

Carpenter.

You ask for my opinion. I can give it in few words. Let every labor union and every laboring man adopt the socialist platform and vote that ticket, and then we will receive some benefits, and not until then. Manufacturers don't care much about our strikes, but put laboring men at the head of our government and things will look different to all.

Papermill Worker.

Weekly payment of wages, and the protection of our clam flats, as we will have to depend upon our clams for a living if prices continue to advance and wages remain where they are.

Quarryworker.

The enforcement of the laws as they stand, regardless of the feelings of any special class or interest.

Paving Cutter.

Put a duty upon all foreigners who come to our shores, especially the class who is satisfied to work for wages that will not maintain the American standard of living.

Granite Cutter.

A law that would provide for a judge to go through the villages of upper Maine naturalizing for citizenship. There are hundreds of men in these out of the way places that would make good citizens, and would like to be naturalized if they did not have to go so far and to so much expense to do so.

Stationary Fireman.

The masses are pretty well supplied with laws at the present time. What is wanted is enforcement. One law honestly and effectively enforced will bring more credit to our lawmakers

than a dozen laws passed for political or other selfish purposes. The Sunday law is continuously and openly violated all over the State, but we don't hear of any arrests or convictions.

Papermill Worker.

The State should encourage the building of railroads so as to open up our undeveloped resources to settlers and manufacturers.

Maintenance of Way Employes.

Hours of labor should be reduced to at least ten per day.

Telegrapher.

I believe that we have too many laws now. A few laws well enforced would be much better than a stack of laws without adequate provisions for enforcement.

Painter.

A weekly payment law would be of great benefit.

Quarryworker.

Revise our present laws and provide that when a case is submitted to a jury, their decision shall stand. The poor man cannot afford to go to the law court, for even if he wins his case, the award is generally all taken for lawyers' fees.

Stationary Fireman.

Have boarding houses and tenement houses inspected for unsanitary conditions. The results of the investigation, if efficiently made, would reveal a state of things that should not be allowed to exist in civilized communities.

Granite Cutter.

Abolish the present attempt at prohibition; allow licensed houses so that the people may benefit by them as well as the individual; make workmen's compensation laws more liberal so that it will be possible to obtain some relief when one is crippled by circumstances, and under conditions over which he has no control.

Paving Cutter.

The masses don't need any more legislation. What would be beneficial is the enforcement of all present laws in a manner that will cause them to be respected. Laws that are not enforced strictly and impartially had better be repealed as they give a wrong impression of existing industrial conditions.

Bricklayer.

Legislation that will bring the necessities of life within the reach of those that do not receive an advance in wages to meet the high price of rent and provisions.

Papermaker.

To learn average wages per year of workers. Employment of permanent secretary of State Board of Arbitration with office at the State House. Adoption of 56-hour law for women and children. A law to make fining or docking system illegal. A stricter enforcement of the child labor law by the appointment of more factory inspectors. *Shoemaker.*

There is a feeling among our people that the class of legislation most needed just now is such as will enlarge the powers of the people over their own governmental affairs, such as will portion out to the people a larger share of the responsibilities or favors of good government. *Laborer.*

Enforce the Sunday law, especially in regard to barber shops, many of which keep open Sundays. *Barber.*

A law providing eight hours as a legal day's work for all state and municipal work, and manual training in the schools that will give our children a chance to choose a trade.

Painter.

I think the most important legislation that could be enacted would be a law prohibiting companies from running their plants or mills Sundays. The workingman should have one day of the week to rest. *Papermaker.*

A law that will oblige manufacturers to guard machinery so as to prevent, as much as possible, accidents to employes.

Loomfixer.

There is far too much legislation and it is too complicated to serve the masses. It is surprising how few are familiar with the larger part of the laws passed by the last several legislatures. Laws should be more plainly worded so that other than lawyers can comprehend their import.

Textile Worker.

Sanitary inspection law for barber shops. *Barber.*

Manual training schools in all towns where it is possible to maintain them, and a strict enforcement of the truancy laws.

Printer.

Enforcement of laws that apply to employment in factories, and a law regulating the fining system practised in cotton factories. *Weaver.*

Give women the ballot, or exempt them from taxation. The colonists rebelled because they were taxed without being allowed to have a voice in their own affairs. Women have the same cause to rebel against the State. *Carpenter.*

I believe that we should stop passing laws until such time as we are satisfied that those that we have are enforced. *Bricklayer.*

Equal suffrage for women as well as men, and the extermination of the rum business. *Carpenter.*

Include manual training in our school work and it will not be so difficult to keep boys in school after they are fourteen years of age. *Cigarmaker.*

Any legislation that will keep the price of provisions within the reach of the ordinary day laborer. *Laborer.*

Direct nomination for all public officials and the election of United States senators by direct vote of the people. *Iron Moulder.*

That an eight-hour day law should be enacted for all engineers and firemen in the switching service. *Locomotive Engineer.*

Laws that will make it a prison offense to form combinations to control and increase the price of fuel and food. *Carpenter.*

Trainmen will appreciate an honest interpretation and application of the employers' liability law in case of accidents on railroads. *Trainman.*

A law making eight hours a day's work. *Printer.*

I firmly believe that an enactment of legislation, making it compulsory in every city in the State of Maine to have a city ordinance passed calling for a plumbing inspector, same to be a practical workman (plumber), to prevent epidemics of all sorts caused by defective workmanship and material would be for the good and welfare of the health of the public in general. *Plumber.*

Legislation that will bring transportation facilities to the undeveloped sections of our State, that our water powers may

be developed, manufacturing towns built, state valuation increased, and employment given to a large number of people.

Railway Conductor.

To abolish child labor from our factories and mills and keep the children at school and give them the benefit of the play grounds which rightfully belong to them.

Shoemaker.

I trust that the employers' liability law will be interpreted in the same spirit that it was passed, and that it will not turn out to be a sop thrown to the working people.

Locomotive Fireman.

The most important thing now in my mind would be to enforce the Sunday laws that we have.

Papermill Worker.

Make it a penal offence to corner the necessaries of life.

Granite Cutter.

1. That we should have weekly payments as some other states have.

2. Child labor laws that will be enforced.

Iron Moulder.

Nominations by direct primaries instead of the present system. The masses should govern and not the classes.

Cigarmaker.

Weekly payment of wages, set number of yards for a cut of cloth, and abolition of the fining system.

Weaver.

Put a duty on lobsters brought from the provinces so that the fishermen may have a taste of the protection that is given to the trusts and other combinations.

Lobster Fisherman.

To do away with Sunday work on railroads so trainmen and pumpmen could have a day's rest.

Maintenance of Way Employe.

My opinion is that an eight-hour law for all employes and a compulsory boiler inspection bill would be in the interest of the masses.

Locomotive Fireman.

SUMMER COTTAGES AND HOTELS.

By a resolve passed by the last legislature, the Bureau of Industrial and Labor Statistics was instructed to collect information showing the value and extent of all property in the State owned by people residing outside of Maine and used exclusively for summer residential or other vacation purposes. There was no additional appropriation made for this purpose and the work had to be conducted by such methods as the bureau could apply under the circumstances. The collection of the desired information was begun early in the season and, by working through the town assessors, returns have been received from all of the 521 cities, towns and plantations in the State, and the number of cottages and the taxable valuation of this class of real estate have been ascertained.

According to the wording of the resolve the investigation should have covered all of this class of property, both real and personal, including furnishings, but that was found to be impossible as there was no way to ascertain the amount of money invested in household furnishings, etc., except by a personal interview with each individual owner.

The investigation as ordered by the legislature included only summer cottages owned by people residing outside of the State but, as it could be done without additional expense, it was deemed advisable to broaden the work so as to include the same class of cottages owned by parties having their residence in Maine, also hotels that are used exclusively for the accommodation of people both resident and non-resident during the summer vacation.

The information thus obtained has been compiled and is given in the following table, showing by towns the number and taxable valuation of each of the three above mentioned classes of real estate.

ANDROSCOGGIN COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Auburn.....	-	-	46	\$9,825	-	-
Durham.....	3	\$2,350	2	550	-	-
East Livermore.....	-	-	-	-	-	-
Greene.....	-	-	6	1,900	-	-
Leeds.....	5	2,050	14	2,925	-	-
Lewiston.....	-	-	-	-	-	-
Lisbon.....	4	7,250	-	-	1	\$500
Livermore.....	7	8,000	-	-	-	-
Mechanic Falls.....	-	-	-	-	-	-
Minot.....	-	-	-	-	-	-
Poland.....	5	415	63	5,040	3	150,000
Turner.....	3	1,850	-	-	-	-
Wales.....	-	-	3	600	-	-
Webster.....	-	-	7	1,800	-	-
Totals.....	27	\$21,915	141	\$22,640	4	\$150,500

AROOSTOOK COUNTY.

Amity.....	-	-	-	-	-	-
Ashland.....	-	-	-	-	-	-
Bancroft.....	-	-	-	-	-	-
Benedicta.....	-	-	1	\$100	1	\$558
Blaine.....	-	-	-	-	-	-
Bridgewater.....	-	-	-	-	-	-
Castle Hill.....	-	-	-	-	-	-
Caribou.....	-	-	-	-	-	-
Crystal.....	-	-	-	-	-	-
Dyer Brook.....	-	-	-	-	-	-
Easton.....	-	-	-	-	-	-
Fort Fairfield.....	-	-	-	-	-	-
Fort Kent.....	-	-	-	-	-	-
Frenchville.....	-	-	-	-	-	-
Grand Isle.....	-	-	-	-	-	-
Haynesville.....	-	-	-	-	-	-
Hersey.....	-	-	-	-	-	-
Hodgdon.....	-	-	-	-	-	-
Houlton.....	-	-	-	-	-	-
Island Falls.....	-	-	6	525	2	5,500
Limestone.....	-	-	13	1,480	-	-
Linneus.....	-	-	-	-	-	-
Littleton.....	-	-	-	-	-	-
Ludlow.....	-	-	-	-	-	-
Madawaska.....	-	-	-	-	-	-
Mapleton.....	-	-	3	210	-	-
Mars Hill.....	-	-	-	-	-	-
Masardis.....	1	\$100	-	-	-	-
Monticello.....	-	-	22	6,370	-	-
New Limerick.....	-	-	-	-	-	-
New Sweden.....	-	-	-	-	-	-
Oakfield.....	-	-	-	-	-	-
Orient.....	-	-	1	100	-	-
Perham.....	-	-	-	-	-	-
Portage Lake.....	-	-	7	2,050	1	1,000
Presque Isle.....	-	-	9	3,000	-	-
Sherman.....	-	-	-	-	-	-
Smyrna.....	1	1,000	-	-	-	-
Van Buren.....	-	-	-	-	-	-
Washburn.....	-	-	-	-	-	-
Westfield.....	-	-	-	-	-	-
Weston.....	-	-	9	775	-	-
Woodland.....	-	-	-	-	-	-

AROOSTOOK COUNTY—CONCLUDED.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
PLANTATIONS.						
Allagash	—	—	—	—	—	—
Cary	—	—	—	—	—	—
Caswell	—	—	—	—	—	—
Chapman	—	—	2	100	—	—
Connor	—	—	—	—	—	—
Cyr	—	—	—	—	—	—
E	—	—	—	—	—	—
Eagle Lake	—	—	—	—	—	—
Garfield	—	—	—	—	—	—
Glenwood	—	—	2	140	2	140
Hamlin	—	—	—	—	—	—
Hammond	—	—	—	—	—	—
Macwahoc	—	—	1	350	—	—
Merrill	—	—	—	—	—	—
Moro	—	—	—	—	—	—
Nashville	—	—	—	—	—	—
New Canada	—	—	—	—	—	—
Oxbow	—	—	—	—	4	3,510
Saint Agatha	—	—	—	—	—	—
Reed	—	—	—	—	—	—
Saint Francis	—	—	—	—	—	—
Saint John	—	—	—	—	—	—
Silver Ridge	—	—	—	—	—	—
Stockholm	—	—	—	—	—	—
Wade	—	—	—	—	—	—
Wallagrass	—	—	—	—	—	—
Westmanland	—	—	—	—	—	—
Winterville	1	300	2	200	—	—
Totals	3	\$1,400	78	\$15,400	10	\$10,708

CUMBERLAND COUNTY.

Baldwin	2	\$500	—	—	5	\$3,800
Bridgton	20	25,225	29	\$57,000	6	15,200
Brunswick	21	38,900	11	6,950	6	14,250
Cape Elizabeth	32	67,300	134	201,400	3	50,000
Caseo	1	800	10	3,050	—	—
Cumberland	25	50,000	50	80,350	—	—
Falmouth	51	47,200	184	105,765	2	3,150
Freeport	38	34,520	10	12,400	3	13,000
Gorham	—	—	—	—	—	—
Gray	—	—	25	7,700	—	—
Harpwell	270	215,135	92	71,375	30	10,500
Harrison	17	8,125	—	—	—	—
Naples	20	14,870	5	2,500	6	20,000
New Gloucester	—	—	5	900	1	1,100
North Yarmouth	—	—	—	—	—	—
Otisfield	1	1,550	2	750	—	—
Portland	202	173,450	560	382,800	16	130,500
Pownal	—	—	—	—	—	—
Raymond	16	6,300	5	1,450	1	1,100
Scarboro	70	169,050	114	90,150	13	71,350
Sebago	46	35,035	8	2,375	—	—
South Portland	11	21,400	111	83,550	4	14,900
Standish	15	6,850	55	21,690	—	—
Westbrook	—	—	—	—	—	—
Windham	13	9,085	68	19,175	1	2,000
Yarmouth	59	58,600	22	15,700	1	3,000
Totals	930	\$983,895	1,500	\$1,167,030	98	\$353,850

FRANKLIN COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Avon.....	-	-	-	-	-	-
Carthage.....	-	-	-	-	-	-
Chesterville.....	-	-	3	\$170	-	-
Eustis.....	1	\$2,300	-	-	-	-
Farmington.....	3	7,800	-	-	-	-
Freeman.....	1	400	-	-	-	-
Industry.....	5	1,325	8	950	1	\$500
Jay.....	-	-	-	-	-	-
Kingfield.....	4	1,225	10	950	-	-
Madrid.....	-	-	-	-	-	-
New Sharon.....	-	-	1	1,150	-	-
New Vineyard.....	-	-	-	-	-	-
Phillips.....	-	-	-	-	-	-
Rangley.....	52	92,375	22	30,200	9	100,225
Salem.....	1	500	-	-	-	-
Strong.....	-	-	4	400	-	-
Temple.....	1	1,500	8	2,750	-	-
Weld.....	10	6,500	14	2,650	2	2,600
Wilton.....	15	5,825	14	3,700	-	-
PLANTATIONS.						
Coplin.....	-	-	-	-	-	-
Dallas.....	4	2,025	2	450	-	-
Lang.....	-	-	-	-	-	-
Rangley.....	20	10,200	7	3,100	2	5,000
Sandy River.....	7	2,025	8	2,300	-	-
Totals.....	124	\$134,000	101	\$48,770	14	\$108,325

HANCOCK COUNTY.

Amherst.....	-	-	-	-	-	-
Aurora.....	-	-	-	-	-	-
Bluehill.....	54	\$132,870	-	-	1	\$2,800
Brooklin.....	44	26,085	-	-	13	10,885
Brooksville.....	14	10,400	4	\$3,200	5	8,000
Bucksport.....	9	4,800	3	775	-	-
Castine.....	31	111,830	5	13,820	4	21,200
Cranberry Isles.....	58	67,730	5	4,385	7	5,385
Dedham.....	1	150	50	11,740	-	-
Deer Isle.....	118	68,676	10	2,240	5	5,850
Eastbrook.....	-	-	-	-	5	564
Eden.....	317	2,648,729	69	636,366	7	143,965
Ellsworth.....	1	500	1	500	-	-
Franklin.....	2	1,200	-	-	-	-
Gouldsboro.....	3	5,065	-	-	-	-
Hancock.....	24	27,132	35	29,975	3	5,800
Isle au Haut.....	19	27,575	1	425	3	5,950
Lamoine.....	11	7,060	7	6,150	3	3,830
Mariaville.....	-	-	-	-	-	-
Mount Desert.....	147	920,467	-	-	7	83,700
Orland.....	10	3,860	21	5,990	-	-
Otis.....	-	-	1	358	-	-
Penobscot.....	-	-	-	-	-	-
Sedgwick.....	12	10,380	3	830	1	700
Southwest Harbor.....	31	88,400	8	9,610	4	14,875
Stonington.....	-	-	-	-	-	-
Sorrento.....	24	84,760	5	14,200	2	15,800
Sullivan.....	5	8,700	1	500	-	-
Surry.....	5	12,000	13	5,400	-	-

HANCOCK COUNTY—CONCLUDED.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Swan's Island	10	5,000	—	—	—	—
Tremont	3	3,080	2	1,595	—	—
Trenton	15	3,565	12	3,545	—	—
Verona	—	—	30	10,000	1	500
Waltham	—	—	—	—	—	—
Winter Harbor	39	136,692	—	—	1	17,000
PLANTATIONS.						
Long Island	—	—	—	—	—	—
No. 8	—	—	—	—	—	—
No. 33	3	2,000	—	—	—	—
No. 21	—	—	—	—	—	—
Totals	1,010	\$4,418,706	286	\$761,604	72	\$346,804

KENNEBEC COUNTY.

Albion	—	—	—	—	—	—
Augusta	—	—	—	—	—	—
Belgrade	81	\$34,950	18	\$5,250	4	\$38,300
Benton	—	—	—	—	—	—
Chelsea	4	4,650	—	—	—	—
China	6	4,400	11	3,680	—	—
Clinton	—	—	—	—	—	—
Farmingdale	—	—	—	—	—	—
Fayette	3	1,300	6	1,300	—	—
Gardiner	1	4,700	2	400	—	—
Hallowell	—	—	—	—	—	—
Litchfield	6	2,350	18	1,930	—	—
Manchester	4	2,875	44	27,500	3	5,900
Monmouth	1	200	23	4,750	1	1,500
Mount Vernon	8	8,000	1	225	9	8,225
Oakland	1	600	19	2,360	—	—
Pittston	2	1,600	—	—	—	—
Randolph	—	—	—	—	—	—
Readfield	3	1,900	11	4,200	5	9,100
Rome	22	14,160	8	1,950	3	4,775
Sidney	—	—	—	—	—	—
Vassalboro	2	800	11	3,550	—	—
Vienna	4	1,550	—	—	—	—
Waterville	—	—	—	—	—	—
Wayne	9	5,650	6	1,100	2	4,100
West Gardiner	—	—	29	7,575	—	—
Windsor	—	—	—	—	—	—
Winslow	—	—	1	400	—	—
Winthrop	30	16,750	70	43,350	4	8,200
Unity Plantation	—	—	1	50	—	—
Totals	187	\$106,435	279	\$109,570	31	\$80,100

KNOX COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Appleton.....	-	-	-	-	-	-
Camden.....	68	\$422,270	-	-	4	\$16,950
Cushing.....	4	3,900	7	\$2,285	-	-
Friendship.....	37	26,258	20	8,310	3	6,330
Hope.....	5	2,600	7	1,500	-	-
Hurricane Isle.....	-	-	-	-	-	-
North Haven.....	25	83,450	7	3,250	1	2,000
Rockland.....	7	150,200	-	-	1	131,200
Rockport.....	17	154,555	13	9,810	1	30,625
South Thomaston.....	23	20,601	99	47,320	in part 1	2,400
Saint George.....	10	6,500	-	-	3	4,000
Thomaston.....	-	-	-	-	-	-
Union.....	1	2,000	-	-	-	-
Vinalhaven.....	26	93,415	-	-	3	2,150
Warren.....	-	-	-	-	1	1,200
Washington.....	1	1,450	41	2,735	-	-
PLANTATIONS.						
Criehaven.....	-	-	-	-	-	-
Matinicus Isle.....	-	-	-	-	-	-
Mussel Ridge.....	-	-	-	-	-	-
Totals.....	224	\$967,199	194	\$75,210	18	\$196,855

LINCOLN COUNTY.

Alma.....	-	-	-	-	-	-
Boothbay.....	91	\$68,925	40	\$24,625	4	\$3,600
Boothbay Harbor.....	73	79,600	45	39,005	3	16,000
Bremen.....	8	4,000	10	2,000	1	1,000
Bristol.....	159	138,760	36	28,925	10	30,630
Damariscotta.....	-	-	6	500	-	-
Dresden.....	1	650	-	-	-	-
Edgecomb.....	39	23,875	3	1,475	-	-
Jefferson.....	3	1,900	5	800	-	-
Newcastle.....	7	11,100	-	-	-	-
Nobleboro.....	7	2,000	2	900	-	-
Somerville.....	-	-	-	-	-	-
Southport.....	171	157,380	98	69,370	21	54,360
Waldoboro.....	10	11,000	4	700	-	-
Westport.....	30	13,045	16	3,635	-	-
Whitefield.....	2	925	1	1,050	-	-
Wiscasset.....	10	14,075	1	2,000	-	-
Monhegan Plantation.....	23	12,495	-	-	3	5,300
Totals.....	634	\$539,735	267	\$174,985	42	\$110,890

OXFORD COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Albany	2	\$1,650	5	\$975	-	-
Andover	3	10,000	2	6,000	-	-
Bethel	2	3,150	1	4,800	2	\$9,000
Brownfield	3	2,750	-	-	2	2,350
Buckfield	2	2,600	-	-	-	-
Byron	-	-	-	-	-	-
Canton	1	1,700	-	-	-	-
Denmark	2	1,300	3	3,200	9	9,500
Dixfield	-	-	-	-	-	-
Fryeburg	2	1,200	6	1,600	-	-
Gilead	-	-	4	5,450	1	2,000
Grafton	-	-	-	-	-	-
Greenwood	-	-	10	2,050	-	-
Hanover	1	45	3	1,250	2	1,900
Hartford	2	950	6	675	-	-
Hebron	-	-	-	-	-	-
Hiram	4	1,750	3	1,050	4	5,350
Lovell	39	21,880	31	14,325	7	10,400
Mason	1	1,800	-	-	-	-
Mexico	-	-	-	-	-	-
Newry	-	-	14	1,400	1	2,000
Norway	11	6,650	20	9,600	-	-
Oxford	2	350	7	935	6	12,000
Paris	9	13,000	2	1,700	1	3,500
Peru	3	350	7	700	-	-
Porter	2	620	-	-	4	3,950
Roxbury	-	-	6	600	-	-
Rumford	-	-	-	-	-	-
Stow	1	450	-	-	-	-
Stoneham	5	1,600	1	300	3	2,500
Summer	-	-	-	-	-	-
Sweden	1	180	2	200	-	-
Upton	3	1,675	-	-	1	1,750
Waterford	6	1,725	1	350	1	1,700
Woodstock	15	7,580	5	815	3	3,925
PLANTATIONS.						
Lincoln	1	150	-	-	1	1,763
Magalloway	-	-	-	-	-	-
Milton	-	-	-	-	-	-
Totals	123	\$85,105	139	\$57,975	48	\$73,588

PENOBSCOT COUNTY.

Alton	-	-	2	\$75	-	-
Argyle	-	-	-	-	-	-
Bangor	-	-	-	-	-	-
Bradford	-	-	-	-	-	-
Bradley	-	-	-	-	-	-
Brewer	-	-	-	-	-	-
Burlington	-	-	-	-	-	-
Carmel	-	-	-	-	-	-
Carroll	-	-	-	-	-	-
Charleston	-	-	-	-	-	-
Chester	-	-	-	-	-	-
Clifton	-	-	8	605	-	-
Corinna	-	-	-	-	-	-
Corinth	1	\$600	-	-	-	-
Dexter	1	500	13	3,675	-	-

PENOBSCOT COUNTY—CONCLUDED.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Dixmont.....	-	-	-	-	-	-
East Millinocket.....	-	-	-	-	-	-
Eddington.....	2	325	4	1,135	-	-
Edinburg.....	-	-	15	5,750	-	-
Enfield.....	-	-	2	200	-	-
Etna.....	-	-	-	-	-	-
Exeter.....	-	-	-	-	-	-
Garland.....	1	1,100	-	-	-	-
Glenburn.....	1	150	18	2,700	1	\$2,500
Greenbush.....	-	-	-	-	-	-
Greenfield.....	-	-	3	500	-	-
Hampden.....	-	-	26	4,250	-	-
Hermon.....	-	-	15	1,500	-	-
Holden.....	-	-	20	5,575	-	-
Howland.....	-	-	-	-	-	-
Hudson.....	-	-	2	400	-	-
Kenduskeag.....	-	-	-	-	-	-
Kingman.....	-	-	-	-	-	-
Lagrange.....	1	100	1	100	-	-
Lee.....	2	450	3	900	1	1,400
Levant.....	-	-	-	-	-	-
Lincoln.....	-	-	7	700	-	-
Lowell.....	1	300	-	-	-	-
Mattawamkeag.....	-	-	-	-	-	-
Maxfield.....	-	-	-	-	-	-
Medway.....	-	-	-	-	-	-
Millford.....	-	-	-	-	-	-
Millinocket.....	-	-	-	-	-	-
Mount Chase.....	-	-	5	725	-	-
Newburg.....	-	-	-	-	-	-
Newport.....	3	750	42	8,775	-	-
Old Town.....	-	-	6	1,580	-	-
Orono.....	-	-	39	5,495	-	-
Orrington.....	-	-	32	11,140	-	-
Passadumkeag.....	-	-	-	-	-	-
Patten.....	-	-	-	-	-	-
Plymouth.....	-	-	-	-	-	-
Prentiss.....	-	-	-	-	-	-
Springfield.....	-	-	-	-	-	-
Stetson.....	-	-	-	-	-	-
Veazie.....	-	-	-	-	-	-
Winn.....	-	-	-	-	-	-
Woodville.....	-	-	-	-	-	-
PLANTATIONS.						
Drew.....	-	-	-	-	-	-
Lakeville.....	3	1,500	3	475	1	500
Grand Falls.....	-	-	-	-	-	-
Sebreis.....	2	1,000	1	50	-	-
Stacyville.....	-	-	-	-	-	-
Webster.....	-	-	-	-	-	-
Totals.....	18	\$6,775	267	\$56,305	3	\$4,400

PISCATAQUIS COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Abbot	—	—	8	\$800	—	—
Atkinson	—	—	—	—	—	—
Blanchard	—	—	7	1,200	1	\$240
Bowerbank	5	\$2,350	26	11,000	—	—
Brownville	—	—	11	870	—	—
Dover	—	—	—	—	—	—
Foxcroft	1	125	3	425	—	—
Greenville	—	—	—	—	—	—
Guilford	—	—	—	—	—	—
Medford	—	—	—	—	—	—
Milo	—	—	—	—	—	—
Monson	5	500	14	900	—	—
Orneville	—	—	—	—	—	—
Parkman	—	—	—	—	—	—
Sangerville	—	—	9	1,220	—	—
Sebec	—	—	3	300	—	—
Shirley	—	—	—	—	—	—
Wellington	—	—	—	—	—	—
Williamsburg	—	—	—	—	—	—
Willimantic	2	685	21	2,375	2	4,910
PLANTATIONS.						
Barnard	—	—	—	—	—	—
Elliottsville	6	10,000	11	2,500	3	5,000
Kingsbury	—	—	3	600	1	500
Lake View	—	—	3	2,600	—	—
Totals	19	\$13,660	119	\$24,790	7	\$10,650

SAGADAHOC COUNTY.

Arrowbic	1	\$850	—	—	—	—
Bath	5	12,100	1	\$5,550	—	—
Bowdoin	—	—	—	—	—	—
Bowdoinham	—	—	—	—	—	—
Georgetown	163	112,370	60	22,490	3	\$7,850
Perkins	4	3,161	8	3,915	—	—
Phippsburg	39	35,050	36	29,950	24	43,750
Richmond	—	—	22	5,400	—	—
Topsham	1	700	—	—	—	—
West Bath	12	4,050	53	18,900	2	5,000
Woolwich	7	5,300	1	500	—	—
Totals	232	\$173,581	181	\$86,705	29	\$56,600

SOMERSET COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Anson	-	-	-	-	-	-
Athens	-	-	-	-	-	-
Bingham	-	-	-	-	-	-
Cambridge	-	-	-	-	-	-
Canaan	-	-	16	\$1,600	1	\$1,600
Concord	-	-	-	-	-	-
Cornville	-	-	-	-	-	-
Detroit	-	-	-	-	-	-
Emden	-	-	18	2,650	-	-
Fairfield	-	-	-	-	-	-
Harmony	1	\$800	-	-	1	1,100
Hartland	1	3,500	6	1,750	-	-
Madison	3	1,100	41	9,490	1	1,000
Mercer	1	175	5	825	-	-
Moscow	-	-	-	-	-	-
New Portland	-	-	-	-	-	-
Norridgewock	1	250	-	-	-	-
Palmyra	-	-	1	500	-	-
Pittsfield	-	-	-	-	-	-
Ripley	-	-	-	-	-	-
Saint Albans	-	-	15	3,000	1	2,000
Skowhegan	1	5,000	-	-	1	4,500
Smithfield	2	1,850	16	4,765	1	1,225
Solon	2	2,500	-	-	-	-
Starks	-	-	-	-	-	-
PLANTATIONS.						
Bigelow	-	-	-	-	-	-
Brighton	-	-	-	-	-	-
Carratunk	9	1,325	1	100	2	2,000
Dead River	-	-	-	-	1	1,200
Dennistown	-	-	-	-	-	-
Flagstaff	-	-	-	-	-	-
Highland	-	-	-	-	-	-
Jackman	1	100	-	-	-	-
Lexington	-	-	-	-	-	-
Mayfield	-	-	1	250	-	-
Moose River	-	-	1	800	-	-
Pleasant Ridge	1	125	12	1,275	-	-
The Forks	1	250	8	2,100	1	1,200
West Forks	-	-	-	-	1	1,800
Totals	24	\$16,975	141	\$29,105	11	\$17,625

WALDO COUNTY.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Belfast.....	8	\$19,000	21	\$7,600	--	--
Belmont.....	--	--	--	--	--	--
Brooks.....	--	--	--	--	--	--
Burnham.....	1	600	4	650	--	--
Frankfort.....	4	850	--	--	1	\$2,000
Freedom.....	--	--	--	--	--	--
Islesboro.....	101	577,695	41	33,386	2	20,250
Jackson.....	--	--	--	--	--	--
Knox.....	--	--	--	--	--	--
Liberty.....	6	2,975	3	425	--	--
Lincolnton.....	26	17,010	4	950	1	800
Monroe.....	--	--	--	--	--	--
Montville.....	--	--	--	--	--	--
Morrill.....	--	--	--	--	--	--
Northport.....	68	41,430	221	93,655	9	9,450
Palermo.....	--	--	1	350	--	--
Prospect.....	3	2,100	--	--	--	--
Searsmont.....	--	--	9	2,975	--	--
Searsport.....	20	25,125	27	5,350	3	2,500
Stockton Springs.....	20	7,750	2	895	1	500
Swanville.....	--	--	13	3,385	1	250
Thorndike.....	--	--	--	--	--	--
Troy.....	--	--	--	--	--	--
Unity.....	5	1,875	11	1,850	1	600
Waldo.....	--	--	--	--	--	--
Winterport.....	--	--	--	--	--	--
Totals.....	262	\$696,410	357	\$151,471	19	\$36,350

WASHINGTON COUNTY.

Addison.....	10	\$4,125	4	\$700	2	\$700
Alexander.....	--	--	2	400	--	--
Baileyville.....	--	--	--	--	--	--
Baring.....	--	--	--	--	--	--
Beddington.....	1	300	--	--	--	--
Brookton.....	--	--	--	--	--	--
Calais.....	--	--	--	--	--	--
Centerville.....	--	--	--	--	--	--
Charlotte.....	1	400	6	475	--	--
Cherryfield.....	1	650	1	650	--	--
Columbia.....	--	--	--	--	--	--
Columbia Falls.....	--	--	--	--	--	--
Cooper.....	1	80	2	410	--	--
Crawford.....	--	--	--	--	--	--
Cutler.....	--	--	--	--	2	5,200
Danforth.....	--	--	--	--	--	--
Deblois.....	--	--	--	--	--	--
Dennysville.....	--	--	--	--	--	--
East Machias.....	6	3,350	--	--	--	--
Eastport.....	4	2,400	--	--	--	--
Edmunds.....	--	--	--	--	--	--
Forest City.....	2	650	6	1,020	1	175
Harrington.....	8	4,810	6	2,675	--	--
Jonesboro.....	--	--	2	1,300	--	--
Jonesport.....	2	20,215	3	1,120	--	--
Lubec.....	--	--	--	--	--	--
Machias.....	--	--	--	--	--	--
Machiasport.....	16	6,222	9	2,210	--	--
Marion.....	1	450	--	--	--	--
Marshfield.....	--	--	--	--	--	--

WASHINGTON COUNTY—CONCLUDED.

TOWNS.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Meddybemps	5	1,000	5	1,275	9	2,275
Milbridge	—	—	1	800	—	—
Northfield	2	500	2	475	—	—
Pembroke	1	7,700	1	1,000	—	—
Perry	4	1,790	10	1,675	5	650
Princeton	—	—	—	—	1	3,000
Robbinston	—	—	1	125	—	—
Roque Bluffs	2	812	17	5,403	—	—
Steuben	2	3,500	—	—	2	1,500
Talmadge	—	—	—	—	—	—
Topsfield	2	150	1	150	4	600
Trescott	—	—	—	—	—	—
Vanceboro	1	1,200	1	250	—	—
Waite	—	—	—	—	—	—
Wesley	—	—	—	—	—	—
Whiting	—	—	—	—	—	—
Whitneyville	2	375	—	—	—	—
PLANTATIONS.						
Codyville	—	—	—	—	—	—
Grand Lake Stream	5	3,325	11	2,640	12	3,375
No. 14	1	700	7	1,375	—	—
No. 21	—	—	4	155	1	125
Totals	80	\$64,904	102	\$26,283	39	\$17,600

YORK COUNTY.

Acton	19	\$9,900	19	\$3,535	—	—
Alfred	4	1,725	3	1,475	—	—
Berwick	—	—	—	—	—	—
Biddeford	62	77,145	—	—	—	—
Buxton	—	—	4	1,400	1	\$1,500
Cornish	1	500	—	—	—	—
Dayton	—	—	—	—	—	—
Eliot	6	2,825	—	—	1	6,150
Hollis	2	1,550	3	1,800	—	—
Kennebunk	57	226,150	4	4,800	13	93,000
Kennebunkport	165	322,450	28	18,900	18	86,600
Kittery	36	67,205	—	—	1	6,000
Lebanon	4	2,550	—	—	—	—
Limerick	5	1,075	1	1,000	—	—
Limington	—	—	4	1,650	—	—
Lyman	—	—	—	—	—	—
Newfield	5	6,000	—	—	—	—
North Berwick	—	—	—	—	—	—
Old Orchard	315	209,315	323	207,420	100	224,505
Parsonsfeld	5	5,000	2	1,500	2	2,500
Saco	28	21,670	45	19,975	3	9,900
Sanford	—	—	—	—	—	—
Shapleigh	36	7,890	9	2,275	1	675
South Berwick	—	—	—	—	1	2,850
Waterboro	12	4,415	8	2,600	—	—
Wells	141	276,400	27	18,900	4	26,550
York	300	687,623	20	15,000	30	200,000
Totals	1,203	\$1,931,388	500	\$302,230	175	\$660,230

RECAPITULATION.

COUNTIES.	SUMMER COTTAGES.				Hotels used exclusively for summer guests.	
	OWNED OUTSIDE THE STATE.		OWNED WITHIN THE STATE.			
	No.	Taxable valuation.	No.	Taxable valuation.	No.	Taxable valuation.
Androscoggin.....	27	\$21,915	141	\$22,640	4	\$150,500
Aroostook.....	3	1,400	78	15,400	10	10,708
Cumberland.....	930	983,895	1,500	1,167,030	98	353,850
Franklin.....	124	134,000	101	48,770	14	108,325
Hancock.....	1,010	4,418,708	286	761,604	72	346,804
Kennebec.....	187	106,435	279	109,570	31	80,100
Knox.....	224	967,199	194	75,210	18	196,855
Lincoln.....	634	539,735	267	174,985	42	110,890
Oxford.....	123	85,105	139	57,975	48	73,588
Penobscot.....	18	6,775	267	56,305	3	4,400
Piscataquis.....	19	13,660	119	24,790	7	10,650
Sagadahoc.....	232	173,581	181	86,705	29	56,600
Somerset.....	24	16,975	141	29,105	11	17,625
Waldo.....	262	696,410	357	151,471	19	36,350
Washington.....	80	64,904	102	26,283	39	17,600
York.....	1,203	1,931,388	500	302,230	175	660,230
Totals.....	5,100	\$10,162,083	4,652	\$3,110,073	620	\$2,235,075

By referring to the above recapitulation it will be seen that there are, in the settled part of the State, 5,100 summer cottages owned by parties living outside of Maine, valued for the purpose of taxation on the assessors' books at \$10,162,083. These cottages are contributing to the public expense in the way of taxes nearly a quarter of a million dollars annually.

It is well known that the assessors of the cities and towns are very considerate when placing a valuation upon property that is used exclusively for summer purposes, probably on the average not more than one-half the actual cost, and it is also a fact that the furnishings of many of the cottages exceed in value the cost of the buildings, so that a conservative estimate, based

upon the facts gathered from the investigation, will give the total amount invested in summer cottages owned by people having a residence outside of the State, including buildings and lands, of \$20,324,166, and the furnishings and other personal property on a basis of costing one-half the outlay for the real estate, would add \$10,000,000 more, or over \$30,000,000 invested in this one class of property alone.

The recapitulation also shows the assessed valuation of the real estate of the 4,652 cottages owned by residents of the State to be \$3,110,073, and the same for the 620 summer hotels, \$2,235,075, making a total of \$5,345,148. A similar estimate, as in the case of the non-resident cottages, in regard to the actual cost above the assessed valuation, and the cost of the personal property, would carry this item above \$10,000,000, making more than \$40,000,000 which have been invested in vacation property in the various municipalities in Maine.

The summer cottages owned by parties living outside of the State are situated in 227 municipalities; those owned by residents of Maine, in 234, and the summer hotels in 132. The municipalities which contain one or more of these three classes of property number 304, or nearly three-fifths of the incorporated and organized places in the State, all of which receive a direct benefit in the way of taxes. The coast counties naturally contain by far the larger portion of the summer property, yet the favorable locations along the shores of our numerous lakes in the interior and even in the northern part of the State are being taken up.

We have also gathered information which shows that on the wild lands of the State there are seven hotels and club houses which are admitted to be worth \$278,000; also 105 sporting camps that have cost \$318,150, making a total value \$596,150. In addition to the 105 sporting camps of which we have ascertained the value, there are 27 others owned by registered guides, the value of which we have not been able to get, but allowing them to have an average value with the other 105, would make them worth \$81,810. This added to the above would make a total value of hotels and sporting camps on the wild lands of \$677,960.

BENEFITS FROM SUMMER VISITORS.

On the blank used in this investigation we requested the assessors of the several towns of the State to give a statement showing what in their opinion were the benefits derived by the town from the people who come from outside of the State for vacation purposes, and what class of citizens were mostly benefited thereby. We here give the replies of such as responded to this request.

Androscoggin County.

Auburn.

In our opinion the benefits to our city from the summer vacationists amount to \$15,000, the classes benefited most being the merchants, hotel keepers and farmers.

Durham.

The grocers of our town receive the most benefit from summer visitors.

Aroostook County.

Ashland.

We have no summer cottages in town but this place is made a starting point for many sporting camps. The stable keepers receive the most benefit from summer visitors.

Houlton.

Though we have no summer cottages, the hotel keepers receive some direct benefit from transient summer visitors.

Mapleton.

We have no cottages in town but several guides receive employment from hunters coming into this section.

Portage Lake.

The guides and hotel men are the ones mostly benefited. The guides receive good wages and the hotel keepers get well paid for what time the sporting men stay in town, but we have no idea of the amount of money paid out here.

Smyrna.

The grocery stores and guides receive what money there is paid out here. Perhaps \$300 is annually paid out in town by hunters.

Weston.

As far as money benefits are concerned, the farmers, stable keepers and carriers from the railroad stations each get a share, and if the visitors are a good class we all derive a benefit by coming in contact with them.

Eagle Lake Plantation.

In this vicinity the guides and hotel keepers receive the most pecuniary benefit from the summer tourists and hunters.

Glenwood Plantation.

Our business is chiefly with the sporting class during the fall months or open season on large game. We entertain quite a large number both in camps situated in the woods, which are not taxed, or in private families about town. Our guides and men who have licensed camps have sportsmen from out of the State, whereas private families board friends and residents in the State who seldom hire much guide work done. I think in the near future we shall be able to report quite a number of camps both for summer and fall use.

Macwahoc Plantation.

During the hunting season in the fall sportsmen come here from outside and benefit mostly those who serve as guides, cooks, etc.

Oxbow Plantation.

We have quite a number of sporting camps in the wild townships above this place with proprietors and guides residing here. These men and the hotel keepers receive the most pecuniary benefit although the farmers through the sale of produce and nearly all other residents of the place receive more or less benefit from the money put in circulation by the visiting sportsmen.

Cumberland County.

Bridgton.

The people from outside the State who come here summers leave a large amount of money for board, for supplies in the way of food, and last, but not least, for taxes on property owned and occupied by them through the season. Farmers who are market gardeners, keepers of cows and hens, grocers, fruit dealers and dealers in ice cream and soda, stable keepers for teams and the keepers of summer boarding houses are among those who receive a direct benefit from our summer visitors. This town would be exceedingly dull and quiet in the summer season were it not for our summer residents.

Brunswick.

We are benefited financially and socially. The farmers, traders, steam and electric railroads and hotels all receive financial benefits.

Cape Elizabeth.

Our summer residents not only create property in the way of new cottages and hotels but their presence and the demand for building lots has largely increased the value of surrounding property.

Cumberland.

In regard to the benefits derived from the summer people, so termed, we think all the town's people are indirectly benefited. Their presence creates a demand for provisions and produce, thereby helping the trader, farmer and laborer. In an educational way it tends to keep the country people up with the times and more in touch with the world outside of your own town. The money put in circulation by these visitors helps business in every way and benefits all. The more that come the better it is for our town.

Freeport.

The greatest benefit to any one class of our people is to those owning shore property suitable for cottage lots.

Gray.

The farmers living near Sebago lake where the cottages are located, also the traders, derive some benefit from the summer residents.

Harpwell.

There is a large amount of money paid out by the summer residents in this town but just how much it would be impossible to state. The farmers, fishermen and mechanics perhaps receive the most direct benefit for the supplies and labor they severally furnish, but all classes that are willing to work are benefited more or less either directly or indirectly.

Portland.

Without specifying we would say that the general public is greatly benefited by the money distributed by our summer visitors.

Raymond.

The benefits from our summer visitors are distributed among the merchants, hotel keepers and guides on Sebago lake in the fishing season, also to the farmers for milk, vegetables, etc.

Scarboro.

In regard to the benefits derived from our summer vacationists we would say that our farmers, dairymen, hotel keepers, poultry farmers, icemen, etc., in fact all get more or less of a pecuniary benefit, but probably the hotels and farmers get the larger share.

South Portland.

We deem the benefits to the city of South Portland very advantageous.

Yarmouth.

In a general way our entire community is benefited by the people who come into our town during the summer months. As they are people of some means our people are much benefited in a financial way by the money which is left among us, especially so are the business men and those who open their doors for the entertainment of summer guests.

Franklin County.

Chesterville.

The farmers and grocerymen receive the most direct benefit from our summer visitors.

Freeman.

Our summer business is small yet the additional tax helps out a little.

Industry.

The building of cottages on the shore of our lake has increased the value of real estate in that vicinity, thus helping the whole town in the way of taxes. Camp owners, guides and owners of boats derive a revenue from our summer visitors, as well as the producers of garden vegetables, eggs and milk.

Kingfield.

The hotel keepers, guides and traders, in the order named, probably receive the most benefit from the summer travel.

New Sharon.

The only place owned and occupied as a summer home in this town was formerly cultivated and occupied the entire year. We can hardly see any benefit to the town, as now the place produces nothing.

Rangeley.

In relation to the benefits derived by our town, will say that all are in a way benefited. The farmer gets more for his vegetables, eggs, lambs and any and all things he may produce on or about his farm, the common laborer gets more for his day's work, the merchants are particularly benefited, and men who follow guiding get more per day, nearly all of them, than they could in any other vocation.

Weld.

Resident cottage owners, store keepers and a few farmers receive the most direct financial benefits from our summer residents, perhaps netting \$2,500.

Coplin Plantation.

We have no cottages but probably \$2,000 are annually paid out to guides for service and to farmers for produce.

Dallas Plantation.

Our guides are benefited more directly than any other class. As this plantation borders closely on Rangeley village the trade goes to that place but, like residents of that town, all classes are benefited by the coming of large numbers of summer residents and hunters to this region, as it gives work to the laboring classes and a good market for farm products.

Sandy River Plantation.

Our farmers are benefited most by the presence of summer visitors, butter, eggs and garden produce finding a ready market, and there is a good demand for teams, boats and guides.

Hancock County.

Bluehill.

Traders, carpenters, masons, painters, plumbers, farmers and laborers of all kinds are benefited by having in town a large colony of summer residents, as well as those owning land on the shore front.

Brooklin.

The classes most directly benefited by our summer business are the merchants, hotel keepers and boarding-house keepers, and the town in general by the increase in valuation for the purpose of taxation.

Brooksville.

In regard to the benefits received by our people from visitors from out of the State we would say that hotel keepers derive the most, farmers second, stable keepers third and boatmen fourth. Many of the women and children are given employment in the summer, in fact the whole town is benefited, for the large amount of money put in circulation by these people stimulates business of every kind.

Cranberry Isles.

The non-resident people are a direct benefit to all of our people. They employ the mechanics, boatmen and sailors and buy from the farmers. We find them very willing to help

along anything for the good of the town and in most cases are very public spirited.

Deer Isle.

Probably the farmers receive the most direct benefits from our summer residents, also the stables are well patronized. Of course our non-resident valuation is increasing year by year with the prospect that in the near future Deer Isle will be a large summer resort.

Eden.

We derive a great many benefits from those who make this their summer home. The greater part of our finance is left here by these people, also the example of refinement, culture and self dependence is always before us. Every individual of our town is benefited and most of them directly. Some do good among our poorer classes. To a great extent our town is what it is on account of our summer visitors.

Franklin.

We have but few summer residents, from whom the merchants get something in the way of trade but the railroads derive the most benefit in the way of fares.

Hancock.

Benefits derived are income through taxes above increased outlay, cash paid for farm products and into the channels of trade, also livery and other expenses.

Isle au Haut.

About three-fourths of this town are owned by non-residents and the valuation has been increased by the building of cottages and other buildings. A gift to the town by one of the summer residents is a hall and library valued at \$6,000. A few residents who are employed by the summer people are the only ones who are personally benefited.

Lamoine.

Hotel proprietors and merchants are the ones principally benefited by the summer people who visit this town.

Mount Desert.

As to the benefits to our people there are many differences of opinion about it. We are now a town of almost two millions valuation when thirty years ago we were hardly on the map. We have good schools as anywhere and anyone who will work need not be idle. We think the benefits have been general as a rule.

Sedgwick.

The farmers, stable keepers, boatmen and fishermen all receive direct benefits from our summer residents.

Southwest Harbor.

In regard to benefits, will say the summer residents are a benefit to the public in general, especially to the merchants, marketmen, gardeners, liverymen and owners of small boats, as they go driving and boating a great deal. They are also a benefit to the town in the matter of taxation.

Sorrento.

This town is practically devoted to the entertainment of summer visitors and the majority of our citizens are benefited thereby.

Sullivan.

Our summer business is small, yet it furnishes work for two men all the year and one for six months and makes a sale for quite a lot of produce.

Surry.

The benefits derived by the town from our summer residents is in a larger valuation. Individually the laboring class is mostly benefited.

Swan's Island.

The stores and boarding houses get the most benefit from our summer visitors.

Tremont.

On account of our summer visitors the fishermen, farmers and marketmen find more market for their produce, while the liverymen receive some patronage from them. The cottagers usually buy their general stores in Boston.

Trenton.

The farmers get the most benefit from our cottagers as they not only get a better market for their produce but do most of the trucking.

Winter Harbor.

The people who come here are the most benefited because they monopolize everything in town.

No. 33 Plantation.

From \$1,000 to \$2,000 are annually paid out here mostly by hunters, the guides and sporting camps getting the larger part but the stores get some trade. All are benefited, either directly or indirectly by the money put in circulation in a small place like this.

Kennebec County.

Belgrade.

The amounts given for values of cottages and summer hotels do not actually represent the summer business of this town. In addition we have a valuation of \$7,200 on motor boats most of which are owned by our summer residents, a large number of cottage lots upon which people either intend to build cottages or are holding for speculative purposes, also a large number of farms owned by non-residents and occupied by them during the summer.

We have during the vacation season from 2,000 to 3,000 people who stay from two weeks to four months. They pay out each season a large amount of money for transportation, team hire, motoring, etc. Some sixty guides are employed during the season. In addition to our hotels and cottages we have a large number of people that are engaged in the business of taking summer boarders.

Litchfield.

Perhaps the farmers receive more direct money benefit from our summer residents than any other class.

Monmouth.

Livery stable keepers and provision dealers receive the larger benefits from our summer cottagers.

Mount Vernon.

In addition to the taxes paid on summer cottages which is a general benefit to the town, the farmers are getting considerable money for produce sold during the vacation season.

Oakland.

Quite a good many people are located during the summer months on the shores of the lakes in Smithfield, Belgrade and Rome. They come to Oakland and do some trading and of course leave more or less money, thereby benefiting the merchants. The farmers around the ponds where the people are stopping are benefited as they find ready sale for cream, butter, milk, eggs and garden truck and get cash for their products. This enables the farmers to pay cash for their supplies and thereby help the merchants in another way. The people who come here from outside the State benefit us all, but the farmers and merchants the most.

Readfield.

Farmers, traders, barbers, icemen, clergymen and many others receive direct money benefits from people who spend their summer vacations in this town.

Vassalboro.

Our estimate would be that the farmers and mechanics receive at least \$2,000 annually from our summer residents from outside of the State.

Wayne.

The merchants and farmers receive the most direct benefits from our summer cottagers but the increase in taxable property is a benefit to all the people of the town.

Knox County.

Camden.

Our town receives a benefit in many ways from the people who come here for vacation purposes. In the first place we get a large amount of additional taxable property, the taxes from which amount to far more than the town spends municipally on account of these outside visitors. But the chief benefit from our summer residents comes from the amount of money spent in town. The traders all receive a large amount of extra patronage directly from them. They also give employment to a large number of people here. This also helps the traders as they get the patronage of those employed.

In our town there are many men with families directly supported by our summer visitors, such as yacht captains, engineers and seamen, care takers of cottages, farm hands on large estates, coachmen, chaffeurs, etc., and as they are constantly building, altering and repairing their summer homes they give employment to skilled labor of all kinds. It would seem that as a class the laboring people get the most benefit from these outside visitors.

Friendship.

At present the benefits from summer visitors are small, merchants, liverymen and small farmers getting the larger share.

Hope.

The town is benefited mostly by the valuation of the cottages, and the class of citizens receiving the most direct benefit are the farmers.

Rockland.

The trade in general is benefited by our summer visitors.

Rockport.

The trades people of this town do not cater to any great extent for summer trade. The mechanics and laborers of this and adjoining towns receive benefits in way of labor, and the town as a whole receives quite a benefit in way of taxes and public donations.

Saint George.

Grocery dealers and local fishermen are the most benefited by summer people visiting this town.

Vinalhaven.

The town as a whole receives a direct benefit in additional taxes on account of the summer cottages, but as they are built remote from the village the benefits of trade accrue to the stores in North Haven. The summer residents are liberal purchasers of eggs, butter, cream, milk and garden products from the farmers in the north part of our town, as well as employers of help in various capacities at good wages. Several men each season leave a job at the village which is paying \$3.00 per day to enter their employ, so it would seem that the working people and the farmers are receiving the greatest direct benefits.

Washington.

Our summer residents pay out quite a large amount of money for hired help, use of teams, etc., and to farmers for early vegetables.

Matinicus Isle Plantation.

The principal benefits received from summer visitors by residents of the place go to those who open their houses to boarders as there are no cottages.

Lincoln County.

Boothbay.

We are of the opinion that farmers and mechanics receive the greatest benefits from the large number of summer residents that annually visit our town.

Bremen.

The coming of summer residents has made a good market for farm products and the hotel and cottages has added somewhat to our town valuation.

Edgecomb.

The laborers and farmers are mostly benefited by the presence of our summer residents.

Newcastle.

There is very little benefit to this town from summer visitors as the stores where they trade are all located in Damariscotta.

Waldoboro.

We know of no direct benefit except what tax they pay.

Westport.

The farmers who take boarders are the ones mostly benefited by the summer people. The cottages are all small and many that occupy them bring most of their food.

Wiscasset.

Our hotel keepers and traders receive the most benefit from the summer visitors.

Monhegan Plantation.

There are a few here who cater for the tourists that receive a benefit, but on the whole they are not much benefit to a small place so far away from daily communications.

Oxford County.

Albany.

We have but few cottages and aside from the additional taxes and what is paid for a little help there is not much received from our summer visitors.

Andover.

Our two hotels are open throughout the year and are well patronized by summer guests, and besides there are a few farmers who open their houses for guests in summer and they receive a liberal patronage. We have several cases where wealthy men from other states, sojourning here for a season, have become so charmed with our quiet and healthgiving surroundings that they have built up some of our abandoned places

and selected our town as a voting residence. The summer company assists our churches quite materially, and the benefits received from their presence is general.

Bethel.

Besides the hotels and cottages where transients remain for a while in the summer season there are ten or twelve families who take summer boarders. The visitors generally come for a rest and leave most of their money at the houses where they stop. The traders and farmers furnish supplies and so are directly benefited, and the money put in circulation helps all.

Gilead.

From summer visitors our town received both social and financial benefits. Of the latter the farmers and traders receive the larger share.

Hanover.

The people coming to our town from outside the State for vacation purposes are of no benefit to this town as we have only one cottage owned by them.

Hartford.

As yet Hartford has derived very little benefit from people who come from outside the State for vacation purposes.

Hiram.

The stores and meat market get the larger share of patronage from our summer people, but the amount is not large as there are but few cottages here.

Lovell.

The farmers get the largest financial benefit from our summer residents but the social benefits are more general.

Norway.

The town is benefited by the additional tax received, the farmers and traders for goods sold, and carpenters for employment.

Oxford.

One benefit from the incoming of summer residents is the increase of real estate.

Peru.

The farmers and merchants receive the most direct benefits from summer visitors in the produce and goods purchased by them.

Stoneham.

All our people are more or less benefited by the presence of summer residents. Perhaps the hotel keepers and those who take boarders receive the most, but the post master, stage driver, lumber dealers and farmers all receive a share.

Sweden.

Merchants and some of the farmers get some trade from our summer visitors.

Upton.

The few summer visitors who come to Upton pay out about \$2,000 yearly, mostly to guides and hotel keepers.

Woodstock.

We consider our summer residents of advantage to every one in town for what helps one class puts money in circulation which finally reaches every other class. Among those who might be mentioned as being directly benefited are the stable keeper, fruit, ice cream and soda dealers, guides and those who have boats to let.

Lincoln Plantation.

Our farmers and guides get the larger share of direct benefits from our summer visitors.

Penobscot County.

Bradley.

This town is mostly forest covered and our visitors from other states come in the open hunting season and are entertained at camps within the woods. These camp owners receive the most money benefit, but it is felt by the land owners that

the presence of our camp owners in the forest serves as a protection from fires.

Eddington.

Several people in this town take summer boarders and receive most of the benefits.

Garland.

This town has a few summer boarders which puts a little money in circulation. The people who take the boarders receive the most direct benefit.

Glenburn.

The benefits from our summer residents come largely in the way of taxes, and to the farmers who sell them produce.

Hampden.

Quite a number of summer people from out of the State are show people, lecturers or readers, and during the summer numerous entertainments are gotten up and given in some of the halls in town which are instructive and of much benefit to the town people. Other visitors expend considerable money which benefits local traders to some extent, and of course all cottages built in town add to the taxable property which is quite an item. Numerous benefits are derived from summer visitors and we want as many as possible to come every year, especially ladies.

Lowell.

Guides are mostly benefited by our transient people, as they come either to fish or hunt.

Maxfield.

As we are on the border of a game region, the guides receive the most financial benefit from visitors from out of the State.

Mount Chase.

Like many places in this region, the guides living in town receive the most money directly from visitors, though, of course, some supplies are purchased.

Newport.

Our hotels and a few private families who take summer boarders are most benefited by summer visitors.

Patten.

There are many hunters and fishermen who come and go through town. The hotels, guides and buckboard men receive about all the benefits.

Winn.

We have no cottages, but probably \$1,000 are annually paid to the hotel and liverymen by transient summer visitors and hunters.

Grand Falls Plantation.

All the benefits that are derived from non-residents go to the guides. All the summer boarders tent out in this section.

Lakeville Plantation.

About \$3,500 was paid out last year by non-residents, mostly to farmers and guides.

Seboeis Plantation.

Farmers and guides receive the most direct financial benefits.

Piscataquis County.

Blanchard.

Although the town receives some benefit in way of taxes, the farmers and guides get the most direct benefit from summer visitors and hunters.

Brownville.

About \$3,000 are paid out, mostly at the hotels and stores, by summer residents from outside the State.

Monson.

As the summer residents make more business in our town we think all are in a way benefited by their coming.

Sebec.

The direct financial benefits go mostly to guides, farmers, and to the women who work in the hotel and boarding houses, but we consider that all are profited by the presence of our summer visitors.

Willimantic.

Hotel keepers, guides and farmers are benefited by the presence of our summer residents and transient visitors.

Elliottsville Plantation.

All residents of the place derive more or less benefit from the summer people by way of the money left by them. Many guides are employed and many are entertained by the resident cottage owners. These, together with the occupants of the non-resident cottages, create quite a market for the products of our farms.

Kingsbury Plantation.

The hotel keeper and the traders are benefited by our summer residents.

Lake View Plantation.

The only benefit is the tax on real estate.

Sagadahoc County.

Georgetown.

The benefits are largely to the laboring class in the construction and maintenance of the cottages, to the farmers in the sale of food supplies, to the general store keepers in the sale of goods, to the fishermen in the rent of boats and the sale of "Neptune's" products, and last but not least, the general benefit to the town treasury in the collection of taxes. In 1908 the non-resident paid in excess of the resident on real estate valuation to the tune of \$30,140, and the present year will see a gain of \$8,000 or better. In ten years the non-resident valuation on real estate has gone from \$59,355 to \$151,330.

Perkins.

Both the carpenters and farmers receive direct benefits in cash as well as the town in additional taxes.

Phippsburg.

As most of the vacationists come to the sea shore of our town, naturally those living in the immediate vicinity are the ones who derive the most benefit financially, they being the small farmers and fishermen.

Richmond.

This town derives very little benefit from the summer visitors as the cottages are almost up to the Gardiner line and the trade goes there.

West Bath.

We think the farmers and hotel property owners receive the larger shares in the financial benefits derived from our summer residents.

Woolwich.

We see but little benefit to our town except in added taxes, as the cottages are located near the city of Bath and the summer residents spend most of their money there.

Somerset County.

Athens.

There are no benefits. None come from out of the State except those having friends or relatives living here, and they come visiting and get boarded free of expense all or a part of the summer.

Hartland.

The summer residents give employment to several people of our town and buy some of their supplies here, but they ship the bulk of what they use from Boston.

Madison.

The cottages are at Lakewood in the center of the town and we think Skowhegan is benefited more than Madison in the matter of trade.

Mercer.

The cottages are nearer Smithfield village than Mercer village, so most of the trade goes to the nearest place. The

summer residents create a good market for butter, eggs and garden truck, and the benefits go to those living near enough to supply their wants. Lambs, chickens, veal, etc., are purchased in quite large quantities from our farmers to supply the hotel at Belgrade lakes, the farmers receiving the most direct benefit.

Moscow.

There are no cottages, yet we have more or less of summer boarders who leave some money in town.

Palmyra.

A few farmers take summer boarders. To these and the stores accrue the principal benefits.

Solon.

The summer boarders that come here are the greatest benefit to the traders.

Bigelow Plantation.

The farmers are benefited as they receive a higher price for their products.

Caratunk Plantation.

The people mostly benefited are the guides, carpenters, etc., although our stores get the additional trade.

Dead River Plantation.

We have no summer cottages but the guides and farmers both are benefited by the hunters who visit this region.

Jackman Plantation.

Hotel keepers get the principal benefit from visiting sportsmen.

Lexington Plantation.

We have no cottages or summer hotels but think the presence of summer residents would be bad for the morals of our young people.

Moose River Plantation.

Perhaps \$500 may be paid annually to citizens of this plantation, the guides receiving the larger part.

Pleasant Ridge Plantation.

About \$1,000 are paid annually by summer visitors, mostly to the cottage owners.

West Forks Plantation.

The traders and guides and in fact all our laboring people receive some benefit from summer visitors. They certainly are a financial help to the whole State.

Waldo County.

Belfast.

Belfast derives considerable trade benefit by reason of proximity to Northport camp ground. Grocers and other merchants perhaps receive the larger part, though those in the building trades receive a good share.

Brooks.

While our town is not largely benefited by the vacation or summer tourist travel, we get some of it here and it is of considerable importance to hotels, stable men and general stores in this vicinity.

Islesboro.

The benefits derived from our summer residents go to our laborers, milkmen, vegetable farmers, poultry raisers, merchants and carpenters.

Liberty.

Those receiving the most benefits from summer visitors are our merchants, hotel keepers and those having boats to let.

Northport.

Farmers, painters and carpenters share about equally in the benefits derived from our summer colony.

Prospect.

The town is benefited by the extra taxes, and the citizens most directly benefited are the traders and market gardeners.

Searsport.

Merchants and farmers derive the most direct benefit from our summer residents, but what helps one, helps the whole town.

Stockton Springs.

Market gardeners, laborers, fishermen and team drivers are all benefited by our summer residents, and the town is materially helped in the way of taxes.

Swanville.

Farmers, store keepers and hotel managers all receive some financial benefits from summer visitors, though the number is not large.

Thorndike.

We consider that all classes of citizens receive some benefits from the people who come here to spend their vacation, though the hotels and boarding houses perhaps get the most directly.

Unity.

The larger share of benefits from our summer visitors seems to come to the traders and doctors.

Washington County.

Addison.

The classes most benefited by the summer residents are the merchants, truck farmers, boatmen, fishermen and the people on the sea shore.

Baileyville.

One man accommodates at his home most of our summer visitors and hunters and of course receives the principal benefits.

Charlotte.

Our collector gets a little extra tax and there is a small home market for milk, butter, eggs and fish, but as the number of visitors is small the benefits are not large.

Cherryfield.

Hotel proprietors, guides and liverymen receive the greatest financial benefits from our summer visitors.

Cooper.

Most of our cottages have been built very recently so we are hardly in a position to express an opinion, but think the farmers will receive the most benefit in the sale of the products of dairy and garden.

Crawford.

Each summer visitor helps the home market, and a few hire guides and other help at good wages.

Forest City.

The people deriving the most financial benefits from summer residents are the guides, stage drivers and store keepers.

Harrington.

It seems to us that the merchants and liverymen receive the larger share of the money left in our town.

Jonesboro.

Our summer visitors help swell the receipts of the merchants, employ labor and purchase dairy and other products of the farmers.

Jonesport.

The benefits derived from our summer visitors are in taxes only.

Machias.

Benefits, not any and none desired.

Machiasport.

Directly and indirectly the entire population are benefited.

Marshfield.

Although there are no buildings used for vacation purposes, there are sometimes parties from out of the State that come here and board with the farmers who probably receive the most direct benefit.

Meddybemps.

We think the whole town is benefited by the summer visitors. They make a market for farm produce and employ quite a number of guides and waiters.

Pembroke.

Strictly speaking, the benefits derived from summer visitors are comparatively insignificant. Of the small number that visit us the majority board or rent rooms.

Perry.

The principal benefits are derived by farmers in the vicinity of the cottages by a convenient market for their products.

Roque Bluffs.

The only benefit that is derived from the summer people is the taxes received, as they raise their own vegetables, milk, cream and butter.

Steuben.

Our summer residents benefit the hotel keepers and traders most.

Topsfield.

We consider that the people who come to this town for their summer vacations repay us well for all their trouble. They pay out quite a large sum of money to guides, to store keepers for supplies and to farmers for produce.

Vanceboro.

In the money expended here by summer visitors, the guides and camp keepers receive the greatest benefits.

Waite.

The registered guides are benefited during the fishing and hunting season; also the people who board the sportsmen.

Whiting.

As there are no cottages in town, all our summer visitors board in private families who receive directly most of the money paid out here.

Whitneyville.

Our farmers, in the sale of their produce, receive the most direct benefit.

Codyville Plantation.

Our guides get about all that comes from visiting fishermen and hunters.

Grand Lake Stream Plantation.

This place depends mostly on outside people through the summer and fall for employment, guiding fishing and hunting parties, etc. For a rough estimate we would say that the visitors pay out here about \$40,000 annually to our people.

No. 14 Plantation.

Probably the farmers receive \$500 annually for produce sold to summer visitors.

York County.

Acton.

The summer cottages add to our valuation and help pay the taxes. The farmers who live near the lake receive the greatest benefit in the sale of produce as the summer colony makes a home market at good prices.

Alfred.

In addition to the cottages we have two hotels, run all the year, that take care of most of the transient boarders. The hotels and stores probably receive the most benefit.

Berwick.

Our summer business is not large, yet a few farmers get something for boarding visitors.

Eliot.

While our summer business is not extensive, we as a town derive some benefit in the way of taxes. Those receiving the greatest benefits are such as take boarders, the farmers who supply poultry and vegetables, the grocerymen and expressmen.

Kennebunk.

The class who have summer residences at our beaches and in our vicinity are mostly people of wealth and culture and are

free with their money. As they demand and expect good goods in variety, all of our people are benefited thereby. Of course the farmers, merchants, etc., derive the larger part of the financial gain, while nearly all join in the benefits derived socially, the town deriving its share in the enhanced value of the property thus owned and occupied by non-residents and in the taxes received therefrom.

Kittery.

We presume the whole town is benefited by those who spend their vacations here. The merchants and farmers, no doubt, get the most, and those who have land on the water front have received a great benefit in getting good prices for their land. Quite a number of our people have good situations the year round in looking after some of the summer homes. Boatmen, fishermen and working men are all benefited, and the more that come the greater the benefit.

Newfield.

Besides the cottagers there are probably from 250 to 300 boarders here for different lengths of time. Those receiving the greatest benefit are the farmers with good large houses who can accommodate from 10 up to one particular set of farm buildings that can take care of about 80 people. Then of course it is a great help to the store keepers and butchers.

Old Orchard.

About two-thirds of the property of this town is used for summer visitors. All classes are benefited. This is our stock in trade.

Parsonsfield.

Summer residents bring money into the State and benefit the grocers, also the farmers by furnishing a market for their farm and garden products.

Saco.

The farmers and store keepers are the classes that derive the most benefit in this section; also the steamer owners on the river. Some of the summer visitors buy real estate and eventually become residents of the city.

Shapleigh.

Fully \$4,000 are paid out annually in this town by summer residents to the farmers, merchants, lumbermen, poultrymen and butchers.

Wells.

Many are the benefits which come to our town from its upwards of 1,800 summer vacationists, some of which are a good market for all farm products, an increase of business for our merchants, a help to our churches, and a demand for better roads.

MAINE'S DEVELOPMENT AS A SUMMER RESORT.

The approximate number of persons coming annually into our State for vacation purposes, given by one of our railroad officials who is in a position that enables him to make a very close estimate, is placed at 400,000. The same authority places, as a very conservative estimate, the average amount paid out by each individual for all expenses at \$50.00. This means \$20,000,000 put in circulation in Maine each year by those who come from other states for rest and recreation, to hunt and fish, to breath our pure, bracing air and enjoy our magnificent scenery. It represents a sum above the combined value of our entire grain and potato crops, more than the output of all of our pulp and paper mills, or of all our lumber mills. It is the business life, the stock in trade, of not a few of our towns, in short it is our greatest industry.

While a few take a pessimistic view of the matter, the financial benefits to the State are beyond question. The quarter of a million dollars paid in taxes is no small item in raising the revenue for municipal and state expenses. The money paid to mechanics in the building trades, to the laborers in the more ordinary lines of work, to women who serve in hotels and in various other employments, to the farmers for dairy, poultry and garden products, to fishermen for the products of the sea, to guides, to sailors, and to those engaged in scores of other occupations, goes to make up the millions which are constantly pouring into our State.

From the summer tourists our railroads receive a large share of their patronage, electric lines are made dividend-paying

roads which would otherwise be practically valueless, and scores of steamers get practically all their income from those who frequent our seaside resorts. Hundreds of hotels which cater only to summer travel are paying their owners good dividends, and thousands of farmers who turn their homes into summer boarding houses find themselves in a way to materially increase their annual incomes. It is safe to say that there is not a person in the State but who feels the effect in a financial way of the summer business of Maine. Every one gets a share in the added prosperity whether he receives the money first hand or second.

Investigation shows that those places which have a large number of non-resident cottages have longer and better schools, pay their teachers higher wages, maintain larger and better equipped libraries and construct more miles of improved roads than other towns otherwise equal.

The benefits do not all come in a financial way. The social side has its advantages. Many of our visitors are persons of liberal education and extensive travel, as well as of wealth, and their influence goes to educate, to broaden the minds and increase the self respect of those of our people with whom they come in contact. They contribute liberally to the construction and maintenance of churches and libraries; they often give free lectures and readings and other entertainments of a high literary order, all of which go to raise the standard of intelligent thought and right living, for whenever persons of education and refinement come in contact with those who have been less favored by opportunities the tendency is to awaken a desire for improvement and a determination to make more out of life.

Fifty years ago there was scarcely a dollar invested in strictly summer resort property in our State, while today that class of property is taxed on a valuation of over fifteen millions of dollars which represents only a fraction of the outlay. With the benefits accruing from the investment of these millions of money and the annual influx of the hundreds of thousands of visitors, it is certainly the part of wisdom for our State to encourage and foster this industry.

That our own people appreciate the advantages of a summer home to which they can repair at the close of a strenuous business day in the city, or at least at the close of each week, is

shown by the immense number of business men from Portland and other nearby places who own cottages along the shores and on the islands of Casco bay, and although this section is a popular resort for non-resident people, the resident cottages far outnumber the non-resident.

Although there are many popular resorts both on the seashore and interior of the State, there are, along our three thousand miles of coast line, scores of other sites as good and available as those already taken, and the interior of the State is dotted with hundreds of available spots as beautiful and health giving as those already developed.

INDUSTRIAL ACCIDENTS.

Section 4, chapter 180 of the public laws of 1909, makes it the duty of the commissioner of labor to investigate the causes of industrial accidents, the effect of such accidents upon the injured and their dependent relatives and upon the general public, and publish statistics thereon.

In compliance with this statute, blanks were sent to most of the leading manufacturers in the State with a request that they report to the bureau in accordance with the provisions of the law. In addition to the blanks, recourse was had to most of the leading daily papers, and to the latter source we are indebted for the most of the information obtained. We would be glad to believe that many of our large manufacturing plants have no accidents to report and that conditions are such as to prevent their occurrence, but the stories relating to accidents that appear in the papers from day to day make up a chapter that destroys all hopes that we might have in this particular.

For some reason a great many of the accidents that happen in our industrial plants never reach the papers and consequently our report is incomplete to this extent. The list of accidents here presented numbers 338, covering the period between April 1 and December 1, 1909. Forty-one of them resulted fatally and most of the others were of a more or less serious nature. All of them happened to persons engaged in industrial pursuits so that they can be properly classed as industrial accidents. We are satisfied that the result of this investigation, incomplete though it is and covering but two-thirds of the year, reveals a condition that receives but little thought or consideration from the general public, and yet it is one of the most important questions before the American people today. Not only is the national government interesting itself in the matter but many of the states are conducting investigations for the purpose of

determining the extent of this "industrial waste" and to ascertain what can and should be done to lessen the suffering and want occasioned by this seemingly unnecessary destruction of human lives and comfortable homes.

The physical pain and suffering endured by the injured one is severe enough, but when to this is added the mental torture that comes with the realization that the accident has transformed the main support of a family into a helpless, crippled dependent, necessitating the taking of children from school in order that they may become breadwinners to help a widowed mother or disabled father from appealing to the cold charity of the world and to keep the wolf from the door, the real effect of the accident upon those directly affected is brought plainly to view.

There is no question but that many accidents are due to the unavoidable hazards of modern industry and many more to the carelessness and incompetency of the injured, and no matter what precautions are taken accidents will happen. While this is beyond question, the fact remains that a large per cent of accidents are preventable and when the precautionary measures that are available are utilized, the terrible waste of human life and usefulness will be lessened. Many of the states have laws that require the guarding of machinery, saws, etc., so as to prevent accidents as much as possible. Maine has no such laws, and a glance at the causes that have led to many of the accidents here enumerated will give the impression that many of them were unnecessary.

The total number of killed in the Union army during the entire Civil war, as given in the report of the provost-marshal general, is 61,362. Other authorities give a much less figure, and yet in the United States during 1908 it is estimated, according to a bulletin issued by the department of Commerce and Labor, that the number of fatal accidents among occupied males, fifteen years of age or over, was between 30,000 and 35,000, and there is no doubt but that those seriously injured number among the hundreds of thousands. These figures furnish food for thought, and further comment is unnecessary at this time as the whole question will be treated fully in the report of this department for 1910.

LIST OF ACCIDENTS.

April 1; engineer; male; caught in belt, arm and side paralyzed.

April 2; laborer; male; caught under falling derrick, seriously injured about the head.

April 3; laborer; male; fell down elevator shaft, badly injured.

April 3; machine worker; male; hand came in contact with buzz planer, lost finger.

April 3; quarryworker; male; struck on head by rock falling from bank, knocked senseless and was badly cut on head.

April 5; quarryworker; male; stone suddenly started, lost balance, fell into quarry, ankle broken.

April 6; last maker; male; arm came in contact with circular saw, deep and dangerous wound.

April 6; laborer; male; unloading iron, piece fell on leg breaking it.

April 6; painter; male; fell from ladder, broke wrist and was badly bruised about face and head.

April 7; carpenter; male; hand caught in grooving machine, two fingers amputated.

April 7; laborer; male; cut on head by a spool bar falling from a car near which he was working.

April 7; laborer; male; fell from ladder while repairing belt, broke ribs, punctured lung, broke bones in hand.

April 8; stitcher; female; caught in belting, clothes torn from body, nervous system badly shocked.

April 10; saw operator; male; hand came in contact with saw, part of finger amputated.

April 13; carpenter; male; fell from roof of building, badly bruised.

April 13; sawyer; male; came in contact with rapidly revolving saw, right arm taken off above elbow.

April 15; iron worker; male; struck in eye with piece of steel, eye badly injured.

April 16; laborer; male; fell from trestle, head cut open, taken home in unconscious condition.

April 16; laborer; male; hand caught under heavy timber, ends of two fingers amputated.

April 17; carpenter; male; struck on hand by heavy plank, hand badly injured, two fingers amputated.

April 17; riverman; male; blow in face from cant dog, bad injury.

April 19; card tender; male; caught hand in carding machine, three fingers badly injured.

April 20; laborer; male; slipped on floor, broke one rib and cracked two others.

April 20; laborer; male; struck on back and hips with coal tub, badly injured.

April 20; papermaker; male; caught between reels of paper machine, badly bruised.

April 21; laborer; male; struck in face by flying piece of wood from saw, nose and lips badly injured.

April 21; painter; male; struck on head by bucket of paint, rendered unconscious.

April 24; laborer; male; caught by cave-in of ditch, legs and body badly bruised.

April 24; machinist; male; caught hand in machinery, one finger amputated.

April 28; machinist; male; cylinder head fell on foot, great toe badly bruised.

April 29; sawyer; male; came in contact with circular saw, foot badly cut.

April 30; doubler tender; male; hand caught in machine, hand and fingers badly crushed.

May 1; laborer; male; hand caught in machinery, four fingers of right hand badly crushed.

May 1; sawyer; male; came in contact with circular saw, thumb badly lacerated.

May 1; sawyer; male; hand came in contact with saw, ends of all the fingers on one hand amputated.

May 1; weaver; male; arm caught in belt and broken.

May 3; fisherman; male; fell down hold of vessel, several bones broken and internal injuries.

May 3; laborer; male; blown up by premature explosion of dynamite, badly injured.

May 3; laborer; male; stumbled while carrying pail of scalding water, badly injured.

May 4; foreman; male; struck on hand with pick axe, hand badly injured.

May 6; carpenter; male; fell from staging, collar bone broken.

May 8; machine operator; male; hand caught in board planer, three fingers badly lacerated, two amputated at middle joint.

May 10; hod carrier; male; fell from staging thirty feet to ground, badly shaken up.

May 14; stripper; male; hand came in contact with saw, two fingers badly cut, and wrist injured.

May 15; laborer; male; fell from staging, bad cut on head and other injuries.

May 15; machinist; male; jammed two fingers quite badly while at work in machine shop.

May 15; papermaker; male; caught by belt that he was putting on pulley, head cut and back seriously injured.

May 17; laborer; male; premature explosion of dynamite, one arm torn off, one eye destroyed and side of face terribly battered.

May 17; sawyer; male; hit on head by heavy board, serious injuries.

May 19; machinist; male; hand caught in gears, lost end of one finger.

May 20; painter; male; fell from ladder, badly sprained shoulder.

May 26; carpenter; male; fell from staging, badly shaken up and bruised.

May 26; screen man; male; fell from platform, broke leg and wrist.

May 27; pressman; male; caught hand between two cylinders of press, two fingers amputated.

May 29; brakeman; male; came in contact with standpipe while standing on top of moving train, head and face badly bruised.

June 2; contractor; male; crushed by falling derrick, badly injured.

June 3; brakeman; male; trunk fell on knee, injuring it seriously.

June 3; laborer; male; fell from staging, badly bruised.

June 5; quarryman; male; hit in eye by a piece of flying rock, painful bruise.

June 7; laborer; male; came in contact with live wire, badly burned about face and hands.

June 9; brakeman; male; fell from top of car, arm broken, eye injured, and badly bruised.

June 9; laborer; male; loading rock, bar slipped letting rock fall on leg breaking it below the knee.

June 9; pulp maker; male; piece of wood flew from saw striking him in eye, painful injury.

June 10; baggage master; male; struck in groin with baggage truck, injured quite badly.

June 10; laborer; male; blown up, premature explosion of dynamite, loss of eyesight, right arm rendered useless and body badly bruised.

June 11; engineer; male; coupling hose, hot water blew out, badly scalded about chest.

June 12; car repairer; male; hand caught in machinery, severely injured.

June 12; mill employe; female; run a bit into her finger, injuring it quite badly.

June 15; laborer; male; hand caught in machinery, badly injured, two fingers amputated.

June 15; loomfixer; male; hand came in contact with overhead gear, thumb nearly severed from hand.

June 15; sawyer; male; hand came in contact with saw, lost two fingers.

June 16; finisher; male; caught fingers on shear blade, one amputated at first joint, another at the root of the nail.

June 16; machinist; male; cutting off rivet, piece flew striking him in eye nearly destroying sight.

June 17; carpet cleaner; male; hand caught in mechanism, lost one finger.

June 17; laborer; male; caught in load of logs, leg broken at ankle.

June 17; wood worker; male; hand crushed in machinery, lost one finger.

June 18; laborer; male; caught by falling boulder, leg fractured in several places.

June 18; sawyer; male; fell on circular saw, knee cut quite badly.

June 19; carpenter; male; fell from roof into cellar, badly bruised and shaken.

June 19; laborer; male; struck with piece of timber he was handling, severely bruised.

June 19; quarryman; male; rock fell on leg, ankle badly sprained.

June 23; electrician; male; fell from ladder striking on picket fence, leg badly injured.

June 23; sawyer; male; entangled in haul up gear, leg frightfully torn and bruised, lost two fingers.

June 23; sawyer; male; slab flew from saw, hip fractured.

June 23; stevedore; male; fell from staging into hold of vessel, three fingers broken, shoulder dislocated, wrist fractured, side lacerated.

June 24; brakeman; male; caught foot in frog, crushed by wheels of train before he could release it, foot amputated.

June 26; carder; male; hand caught in cards, several fingers badly crushed.

June 26; laborer; male; fell from ladder, bad cut on temple, hip badly bruised, and other bodily bruises.

June 26; sawyer; male; hit by a slab from bolter, severely injured in side.

June 28; quarryman; male; hit in eye by a piece of flying rock, painful bruise.

June 29; laborer; male; hand caught in machine, broke fingers.

June 29; laborer; male; slipped so that right arm was thrust forward into tank of boiling water burning it severely from shoulder down.

June 30; laborer; male; large stone crusher about which he was working fell into cellar catching him against wall crushing chest, breaking several ribs, and bruising head.

June 30; lumberman; male; axe slipped hitting him on foot severing several arteries and making a bad wound.

June 30; machinist; male; running belt on shaft, hand caught and was drawn over shaft several times, fortunately escaped with sprained wrist and some bodily bruises.

June 30; painter; male; fell from staging, leg and arm broken and internal injuries.

July 1; teamster; male; struck on head by block which fell from overhead which rendered him unconscious.

July 1; ventilator constructor; male; fell from roof, fractured skull and leg, broke nose and otherwise badly injured.

July 2; express agent; male; struck with trunk knocked from truck by freight train, thrown down, serious wounds on head and face.

July 2; laborer; male; using steam hose, scalded on breast and under arm.

July 2; lumberman; male; cut foot quite severely.

July 6; laborer; male; fell from mowing machine, back badly strained and other injuries.

July 6; laborer; male; roll of paper slipped off truck, striking him in bowels, muscles of bowels, back and kidneys badly strained.

July 7; carder; male; hand caught in card, two fingers injured.

July 7; card tender; male; two fingers caught in card, not serious.

July 7; laborer; male; thrown from mowing machine, shoulder dislocated.

July 7; laundress; female; caught hand in mangle, four fingers broken and back of hand badly burned.

July 8; barker man; male; slipped causing hand to come in contact with knives cutting two fingers.

July 8; laborer; male; blowing out screens on pulp machine with steam hose, hose slipped, badly burned breast and arm.

July 8; teamster; male; fell from load on team, dislocated shoulder and fractured collar bone.

July 8; quarryman; male; foot caught under wheels of car and badly bruised.

July 9; sawyer; male; hand came in contact with circular saw causing ugly wound.

July 10; grinder; male; grinding a forging which slipped bringing hand in contact with emery wheel, three fingers badly lacerated, one being ground to the bone and two having nail ground off.

July 12; carder; male; hand caught in carding machine, finger badly lacerated.

July 12; lumberman; male; had tree fall upon him, fracture of thigh and collar bone.

July 12; papermaker; male; caught hand in calender rolls, finger severely jammed.

July 13; sawyer; male; arm came in contact with saw, wrist badly cut.

July 13; woodworker; male; taking board from planer, fingers on one hand severely lacerated.

July 14; conductor; male; slipped stepping from running board to platform, caught between running board and car timber, thrown to street and dragged over pavement, shoulder severely wrenched and head badly bruised.

July 14; laborer; male; caught by cave-in while working in a ditch, body badly bruised.

July 14; laborer; male; several rolls of paper fell from truck upon him, severely bruised.

July 14; laborer; male; stowing hay, hand caught in pulley badly lacerating it, lost one finger.

July 14; laborer; male; unloading hay from team, fell to ground badly bruising side and head.

July 14; stationary fireman; male; fell from step ladder, foot severely injured.

July 15; laborer; male; finger caught in machine and severely crushed.

July 15; papermaker; male; putting reel of paper into reel stand of cutters, thumb became caught and jammed nail off.

July 16; mechanic; male; guy rope broke causing heavy piece of iron to fall on foot crushing it badly.

July 16; shoemaker; male; working on leather machine, hand caught in machinery, lost one finger.

July 19; dyehouse hand; male; hit on head by falling timber, concussion of brain.

July 19; engineer; male; hand caught in dynamo and badly lacerated.

July 19; sawyer; male; piece of board flew from saw, leg broken.

July 19; sawyer; male; removing saw dust from beneath carriage, machine started catching clothes tearing them from body, ankle badly wrenched.

July 19; shoemaker; male; caught sleeve in machine, arm badly injured.

July 19; woodsman; male; axe glanced cutting bad gash in ankle.

July 20; steamer hand in woolen mill; male; caught hand in cloth roll and was wound up with cloth, left arm broken and several gashes in head.

July 20; yacht builder; male; feet jammed between timbers, one foot broken the other badly lacerated.

July 21; carpenter; male; fell from building, two ribs broken and internal injuries.

July 21; laborer; male; unloading hay, hay fork became unfastened and fell from track, one of the prongs penetrated left breast, one rib broken and serious wound made.

July 21; millwright; male; struck on little finger with hammer in hands of fellow workman, lost finger.

July 21; sawyer; male; hand came in contact with saw, finger badly lacerated.

July 22; laborer; male; loaded truck run over foot, badly jamming it.

July 22; locomotive fireman; male; arm broken, no particulars.

July 22; machinist; male; babbiting a box, babbit blew out injuring arm.

July 22; teamster; male; horse ran away while loading freight, in attempting to stop him teamster became entangled in reins being thrown down wagon passed over body, also received bad bruises about body and limbs.

July 22; yard hand; male; slipped on floor, broke one rib and started another.

July 23; quarryman; male; three fingers of hand badly jammed.

July 23; teamster; male; team struck by train, one foot injured and badly shaken up.

July 24; foreman; male; cutting off butt of pole, axe slipped striking ankle severing main artery and making bad wound.

July 24; grinder; male; block of wood fell from carrier, catching foot between block and brick wall injuring foot quite badly.

July 25; papermaker; male; caught between driver belt and steam roll of paper machine, arm fractured and badly burned.

July 28; laborer; male; fell from mowing machine, leg broken and mangled in bad way.

July 28; longshoreman; male; large roll of paper fell from truck, jammed against post, leg badly bruised.

July 29; paper cutter; male; accidentally fell going out of mill, broke right shoulder and fractured four ribs.

July 29; rewinder; male; slipped and struck side of face under eye against a wheel causing bad injury.

July 29; sawyer; male; hand caught on circular saw, lost one finger.

July 31; carpenter; male; fell from flume of power station, head cut badly and body seriously wrenched.

July 31; spinner; male; caught hand in machine, lost thumb and one finger at first joint.

August 1; ———; male; removing heavy iron grating, fell upon finger severing end.

August 2; machinist; male; struck by iron crank, nose broken and face otherwise injured.

August 3; laborer; male; loading radiators on team, caught hand, lost part of thumb.

August 3; laborer; male; working about stone crusher, finger taken off at second joint.

August 4; bottler; male; while about his work cut finger quite severely.

August 5; laborer; male; struck on head by a block which fell from staging, section of scalp cut open and seriously injured.

August 5; motorman; male; collision with shifting engine, leg broken.

August 6; carder; male; caught hand in finisher, lacerating flesh in horrible manner.

August 7; laborer; male; fell from ladder while employed in factory, right arm badly cut and bruised.

August 9; laborer; male; employed in mill yard, severely bruised by having pile of lumber fall upon him.

August 9; papermaker; male; caught hand in paper machine, lost thumb and four fingers.

August 10; laborer; male; severely scalded by overflow from feed tanks.

August 11; laborer; male; struck by pulley which fell from overhead cutting a bad gash on top of head.

August 12; carpenter; male; fell from roof of building, injured spine quite badly.

August 13; papermaker; male; caught hand in calenders, jamming fingers very painfully.

August 13; quarryman; male; struck with flying steel wedge, hand badly injured.

August 13; sawyer; male; hand came in contact with circular saw, thumb badly cut.

August 14; can maker; female; hand caught in machinery, lost ends of three fingers.

August 14; machinist; male; hand caught in triple gears of lathe, lost two fingers.

August 16; laborer; male; explosion of gasoline, hand and face badly burned.

August 17; carder; female; hair caught in gear of machine around which she was working, part of scalp torn from head.

August 17; papermaker; male; hand caught between rolls, ends of two fingers crushed.

August 18; carpenter; male; fell from roof of building, back injured quite seriously.

August 19; helper; male; leg badly scalded by escaping steam from engine.

August 19; papermaker; male; caught arm in dryer of paper machine, arm badly wrenched and painfully burned.

August 21; fireman; male; thrown from tender while train was in motion, both legs broken and otherwise injured.

August 21; papermaker; male; struck with a belt, bad gash cut in head.

August 21; teamster; male; fell from team, thigh fractured.

August 23; carpenter; male; fell through scuttle hole, shoulder dislocated and severe bodily shock.

August 23; clerk; female; struck by descending elevator, bad cut on head.

August 23; laborer; male; jammed hand quite badly while attending to his work in pulp mill.

August 24; laborer; male; loading pulp wood on car, fell breaking leg and injuring chest.

August 24; lineman; male; came in contact with live wire, fell from pole receiving bad shaking up and severe burns.

August 24; machinist; male; hand caught in gearing of machine, lost two fingers.

August 25; carpenter; male; fell three stories, badly bruised.

August 25; finisher; male; caught hand in machine, thumb badly mangled.

August 25; paper rewinder; male; hand caught between shaft and bearing, lost end of thumb.

August 25; quarryman; male; fell from ledge into quarry, bad cut on arm.

August 25; rewinder; male; was assisting to put roll of paper into rewinder, caught hand between shaft and bearing crushing off end of thumb.

August 25; teamster; male; was letting a piece of sheet iron down when it slipped pinching great toe.

August 27; janitor; male; caught hand in cable of elevator, lost index finger.

August 27; laborer; male; jammed hand quite badly while attending to his work in pulp mill.

August 27; laborer; male; piece of steel flew from cold chisel, lost eye.

August 28; laborer; male; blasting rock, premature discharge of powder, lost both eyes.

August 28; papermaker; male; caught between belt and pulley of suction pump, lost arm, several ribs broken, lung injured and other severe injuries.

August 31; laborer; male; hand caught in combing machinery, badly lacerating the same.

September 1; carpenter; male; cut foot badly while hewing timber.

September 1; laborer; male; employed at stone crushing machine, fell from building of plant, fracture of leg and head bruised.

September 3; sawyer; male; struck by plank that was caught by returning carriage, muscles and cords of legs above knees severed and horrible flesh wounds.

September 4; barker; male; injured in eye by knot which flew from block he was barking.

September 5; conductor; male; caught between cars, badly jammed.

September 5; laborer; male; operating lathe; file flew from hand striking eye and badly injuring it.

September 7; laborer; male; assisting to load team, heavy roll of paper fell crushing him and causing internal injuries.

September 7; motorman; male; car ran into open switch and collided with another car, both legs broken.

September 8; blacksmith; male; horse stepped on foot breaking two bones and dislocating another.

September 8; sawyer; male; sawing shingles, caught hand in saw, lost three fingers.

September 9; laborer; male; leg badly injured by cave-in of trench in which he was working.

September 11; carpenter; male; fell from roof of building. arm and hip badly bruised and badly shaken up.

September 13; blacksmith; male; attempting to remove belt with iron pipe from revolving pulley, jaw broken and ugly wound on side of neck.

September 13; laborer; male; hit by rock thrown by blast, head injured.

September 13; painter; male; fell from staging which gave way, spine seriously injured.

September 13; wood worker; male; severely cut on arm by tool he was using.

September 14; machinist; male; lathe upon which he was working burst, piece struck face, nose broken.

September 14; painter; male; fell from ladder, head and shoulders injured, and otherwise hurt.

September 18; woodsman; male; struck on head by falling tree, seriously injured.

September 20; laborer; male; two bad cuts on face caused by breaking of screw in elevator which caused it to drop about 12 feet.

September 20; mill employe; male; gear on elevator slipped allowing it to drop, bruised about legs and arms.

September 20; mill employe; male; gear on elevator slipped causing it to drop, arms and legs injured.

September 21; laborer; male; discharging wood from vessel, big stick fell crushing hand.

September 24; carpenter; male; fell from building, skull fractured and otherwise injured.

September 24; engineer; male; water glass burst, face badly injured and rendered unconscious.

September 24; papermaker; male; legs caught under heavy box which fell from truck, painful injuries.

September 24; sawyer; male; cutting pulp wood at mill, ankle badly bruised by getting caught between two logs.

September 24; ship carpenter; male; fell from staging, badly bruised.

September 25; carpenter; male; foot caught in track, fell among some machinery, lost arm.

September 25; laborer; male; hand caught in pulley while tending a belt, lost arm.

September 26; papermaker; male; putting paper through calenders, hand caught between rolls, ends of two fingers crushed.

September 27; shooK fitter; male; hand came in contact with saw, lost part of thumb.

September 27; trolley tender; male; adjusting trolley, caught between trolley pole and car, leg fractured.

September 29; trainman; male; train derailed in washout, somewhat bruised.

September 29; woodworker; male; hand came in contact with planer, cutting it severely.

September 29; fireman; male; train derailed in washout, seriously injured.

October 2; car repairer; male; hand badly injured.

October 5; laborer; male; putting cans into tank of boiling water lost balance and fell in, terribly burned about face, arms and breast.

October 5; lineman; male; at work on wires, received electric shock causing him to fall from pole, bad cut on head and hands burned.

October 7; laborer; male; thumb badly jammed.

October 7; sawyer; male; hand came in contact with circular saw, lost three fingers.

October 8; expressman; male; handling a case with hook, hook slipped causing him to fall to ground injuring back badly.

October 11; laborer; male; struck in the head by clutch thrown from insecure fastening on shaft, seriously injured.

October 12; brakeman; male; fell from top of car breaking wrist and receiving other serious injuries.

October 12; laborer; male; seriously injured in an attempt to rescue a fellow workman who was caught in the machinery.

October 12; teamster; male; kicked in head and body by horse he was driving, seriously injured.

October 13; papermaker; male; caught and carried over roll onto belt, badly jammed and injured internally.

October 15; repairer; male; sawed a bad gash in thumb.

October 18; laborer; male; struck with heavy plank that fell from overhead, seriously injured about head and back.

October 18; teamster; male; thrown from team, bad fracture of elbow.

October 18; woodsman; male; cut knee cap with axe making bad wound.

October 22; grinder; male; assisting to put belt over pulley, slipped causing injury to shoulder and side.

October 23; laborer; male; unloading rails, struck with bar, cut under ear and nose badly bruised.

October 23; roofer; male; fell from building, arm fractured, face bruised and cut, and other serious injuries.

October 25; mason; male; fell from staging to ground, skull fractured.

October 25; laborer; male; loading stone on car, caught arm between stone and car bruising it severely.

October 26; sawyer; male; hand severely cut by coming in contact with saw.

October 26; shoemaker; male; rolling soles, hand and arm caught in rolls, badly bruised.

October 27; granite cutter; male; rock flew from chisel, eye seriously injured.

October 28; laborer; male; caught in machinery of conveyer, leg torn off.

October 28; woodworker; male; hand came in contact with planer, lost part of two fingers.

October 31; laborer; male; caught between coal car and elevator, severely injured.

November 2; laborer; male; working about shafting in wash room of dye house, accidentally fractured left leg.

November 4; woolen mill operative; male; hand caught in machinery, finger badly lacerated.

November 6; cotton mill operative; female; caught hand in gear lacerating it badly.

November 7; foundryman; male; finger badly crushed by heavy piece of iron.

November 8; sawyer; male; rearranging belt, stick of timber he was using flew with great force striking him in pit of stomach injuring him severely.

November 10; miller; male; oiling shafting, overalls caught in a set screw of a rapidly moving shaft, lost foot at ankle.

November 12; scallop fisherman; male; clothes caught causing arm to be drawn into machinery of engine in boat, lost arm.

November 13; laborer; male; pulling cars into elevator, hands caught in mechanism, arm broken, lost three fingers, both hands badly jammed.

November 16; quarryman; male; knocked into quarry by falling stone, spine injured and body bruised.

November 17; spinner; male; cleaning spinning jack, hand caught in machinery and taken off at wrist.

November 18; teamster; male; foot badly jammed by heavy roll of paper falling upon it.

November 18; quarryman; male; fell into quarry, badly bruised.

November 20; brakeman; male; boarding moving train, slipped and fell under wheels, lost foot.

November 22; painter; male; fell from staging, back injured.

November 23; baggage master; male; riding on engine of train, head came in contact with bridge, seriously injured.

November 23; engineer; male; electric current flashed in eyes caused by burning out of circuit breaker, eyes painfully injured.

November 23; quarryman; male; setting off blast, premature discharge of powder, forehead badly lacerated and hands burned.

November 23; sawyer; male; hand came in contact with circular saw, lost one finger and others badly lacerated.

November 23; woodsman; male; axe glanced striking him on shin bone making bad and painful wound.

November 24; laborer; male; discharging coal from vessel, head caught between coal tub and hatch combing, skull fractured.

November 25; night boss; male; three ribs broken by belt breaking.

November 26; machinist; male; foot jammed while at work in machine room.

November 26; wood worker; male; came in contact with buzz planer, fingers of hand badly lacerated.

November 27; laborer; male; hand caught in machinery, finger crushed.

November 27; machinist; male; finger injured.

November 28; laborer; male; staging gave way throwing men to ground, bad cut on head.

November 29; laborer; male; fell from ladder, several ribs broken and otherwise injured.

November 30; quarryman; male; fell into quarry, bruised knee and dislocated thumb.

November 30; quarryman; male; lowered into quarry, ear struck bottom violently, ankle sprained.

November 30; quarryman; male; was being lowered into quarry on drag which struck the bottom violently, thrown from car, leg broken.

November 30; shoemaker; male; trimming uppers on machine, two fingers injured.

FATAL INDUSTRIAL ACCIDENTS.

The report of fatal accidents is given as reported in the daily papers. Where a return was received from the place where the accident occurred it was found to be in substance the same as the press report.

Millinocket, April 6. Joseph Nichols, aged eighteen, employed as third helper on paper machine in the paper mill of

the Great Northern Paper Company, was caught in the reels of one of the paper machines and pulled through them. He died from internal injuries and shock about six hours after being injured. Deceased was unmarried and had no one depending upon him for support.

April 10. Emil Peterson, employed as shingle sawyer in the mill of the Stockholm Lumber Company, Stockholm, was almost instantly killed by being struck by a plank. On the day of the accident, Mr. Peterson was acting as tail edgeman and the plank came back through the rolls and struck him over the heart. He left a widow and four children.

Bath, April 12. Merritt W. Albee of this city died Sunday in the Maine General Hospital in Portland. He was injured on the head about three weeks ago while employed in the tin-smith department at the Bath Iron Works. He was twenty-four years of age.

April 14. Olaf Krislenfine, forty-five years of age and a native of Norway, employed as an engineer on the four masted schooner Gilbert Brothers discharging a cargo of railroad ties at pier 6, Grand Trunk docks, Portland, met with a fatal accident yesterday noon. While climbing to the wharf he misstepped and fell down between the vessel and the piling. In his descent he struck the vessel's fenders fracturing his skull from which he died at 2.30 A. M. today.

Portland, April 14. Frank Jordan, seventeen years of age, was accidentally killed this morning while about his duties as elevator boy at the Boston store. How the accident occurred is only surmised as there was no eye witness. It is probable, according to the belief of all who have looked into the matter, that while at work in the basement he decided to send the car to the floor above, which he did, arranging the lock so that it would stop at the first floor. After the elevator started he reached inside the elevator for a bundle and in doing so in some way was caught and pulled up a short distance by the ascending car. As soon as he was carried from the floor some distance and was crushed between the elevator and the cement and brick wall of the well, that which was holding him let go and he was pitched into the elevator pit which is some distance below the level of the basement floor.

Dexter, May 25. The crushing to death of Irving C. Luce in the saw mill of Bailey and Gilman at Cambridge last night

was reported today. Luce had gone beneath the floor on some duty and his clothing was caught by the shafting.

Portland, May 27. While engaged in doing some work on the schooner General E. S. Greeley at the Maine Central coal pockets yesterday afternoon, James Johnson, one of the members of the crew, accidentally fell through one of the hatchways and was instantly killed.

Van Buren, May 28. Joseph Berube of Edmundston, New Brunswick, was drowned while sorting logs at the sorting gap. He was thirty-five years of age and in the employ of the Saint John Lumber Company.

Van Buren, May 28. Mr. McAlbert of Edmundston, New Brunswick, was killed while at work in the mill of the Saint John Lumber Company. A belt slipped off a pulley and while assisting to replace it McAlbert was knocked backward and directly onto a low pulley behind him. His head struck this latter pulley causing a fracture of the skull from which he died a few hours later.

May 31. Walter Carliss of Patten was drowned in the east branch of the Penobscot river at Whitestone Falls. A companion escaped a similar fate. The men were working on a log drive. Carliss was thirty years of age and unmarried.

Madison, June 3. Joseph Durosh was drowned about eleven o'clock this forenoon while engaged in putting flush boards onto the dam for the Great Northern Paper Company. In jumping from one log to another he lost his balance and was carried over the falls. He was about twenty-four years of age and leaves a wife.

Cumberland Mills, June 5. Ira S. Kneeland, employed as second hand on paper machine in the mill of the S. D. Warren Paper Company, was caught between the first dryer roll and dryer felt and drawn under the roll. His head and chest were crushed and his right arm terribly burned. No one saw the accident but the body stopped the machinery. Kneeland lived but a few minutes after being taken out. He was scarcely eighteen years old.

Monson, June 18. A mass of rock weighing four hundred pounds fell from a cable car in the quarry of the Maine Slate Company this afternoon and struck Axel Meodn, a Finn, who was at work in the pit, crushing him to death. Meodn was

twenty-three years of age, recently married and had been employed in the quarry one month.

Pittsfield, June 24. Word was received here about four o'clock yesterday afternoon announcing that Thomas Morris, Jr., son of Mr. and Mrs. Thomas Morris of this town, had been instantly killed by falling from a dam being constructed at North Anson, and upon which he was employed. Mr. Morris was walking a plank that laid on the top of the dam and when he reached the tip end of it the other end flipped up and he was thrown with much force below and was found to have been instantly killed. He was twenty years of age.

Lewiston, July —. George Soucy of Lewiston, forty-five years old who was crushed by a heavy team at South Leeds, died in the ambulance while being driven from the depot to Saint Marie's General Hospital late Tuesday afternoon. Soucy was working with Haley's lumber crew. They had loaded a heavy boiler into a team when Soucy slipped and fell under the cart. The wheels passed over his right side, crushing his ribs, arm and leg, injuring him so badly that he lived but a few hours. A widow and son survive.

Pejepscot, July 16. Louis Theriault, aged about thirty years, while working on the dam at the paper mill this afternoon fell into the Androscoggin river and was drowned. He was carried over the dam. A widow and one child survive.

Portland, July —. Martin S. Olsen of Portland died from injuries caused by falling from a freight elevator at the Portland Stone Ware Company's plant, July 17th. Mr. Olsen was engaged, it is understood, in making repairs to the elevator and it was supposed that another man was working with him. It is believed that he started the elevator upward, and finding himself in danger of being crushed if he retained his position, either fell or jumped two stories from the top of the elevator. He was picked up by his fellow workmen and taken to the hospital, but his injuries were of so serious a nature that he was unable to recover. He was forty-eight years of age and leaves a widow and two daughters.

Dixfield, July 24. Harry Smith of Bethel, New Hampshire, a river driver, was drowned at the toll bridge here about ten o'clock Friday forenoon while removing logs from one of the bridge piers. Every effort was made to rescue the man but in vain. He was a young man and unmarried.

Casco, July 27. Carl Bodecker, aged thirty-seven years, who was injured by a fall at the Casco tannery about ten days ago, died at the Maine General Hospital in Portland Monday. The immediate cause of his death was tetanus. The accident was caused by the elevator cable breaking and the man falling down the shaft. His head was badly crushed and he was injured internally. At first it was thought he would recover but a turn for the worse came Friday.

Webster, July 27. Ambroise Pinette of Lewiston, employed at Fournier's saw mill at Round Pond, fell into deep water and was drowned before his two companions who saw the accident could reach him. He was at work driving logs and fell into the water in an attempt to jump from a log to the shore. He was twenty-five years old and unmarried.

Stonington, August 2. Peter Nelson, aged about forty-eight, of Sweden, a sailor, fell from aloft on the schooner Fortuna of New London which was waiting to load granite and was so seriously injured that he died in about twenty minutes.

Biddeford, August 6. Charles Fournier, aged fifty, was electrocuted in the York Mills at Saco this morning. He was employed as a helper in the piping room and was assisting in an air chamber in the ceiling of the power house when the accident happened. At the time, he stood on a water pipe and held a chain fall in his hand. He was bareheaded and in standing up straight, his head came in contact with a fuse block, a fuse plug was knocked out and Mr. Fournier, it is estimated, received a charge of between 500 and 600 volts. He fell from where he was standing over a steam pipe to the brick pavement below, a distance of fourteen feet. He was dead when brother employes ran to his assistance. He leaves a widow and nine children.

Aug. — Albert B. Chayer of Lyndonville, Vermont, a brakeman on the Bangor and Aroostook Railroad, was killed Tuesday afternoon at three o'clock at Wing siding, a small station between North Bangor and Northern Maine Junction. Chayer was braking on an extra freight between Millinocket and Searsport, and at the time of the accident was standing on the third car of the train. The car was loaded with car sidings and Chayer was stepping from one car to another to set the brakes. It is supposed that he miscalculated the distance and

fell between the cars. Five cars passed over the body practically cutting it in two parts before it was pulled off the rails. He was twenty-eight years old and leaves a wife and one child.

August 16. William Gastonguay, a brakeman on the Grand Trunk Railway, was killed at Empire Station near East Poland. Gastonguay fell between the second and third car from the locomotive of freight train 72 at a distance of about 400 feet east of the station. The train passed over him cutting his body in two.

Presque Isle, August 22. Frederick Beardsley, aged 80, residing in Crouseville six miles from this village, was instantly killed Saturday, August 21st, while blasting rocks with dynamite. He was blown full twelve feet in the air and when picked up he was dead and nearly every bone in his body was broken.

Rockland, August 26. Death in an awful form overtook a Greek laborer in the Ulmer quarry this afternoon. He had gone to a spring in the bottom of the quarry to get a drink of the fresh water which trickles through a crevice in the walls when a mass of rock started from the bank far above. Somebody shouted a warning and the poor Greek looked up just in time to receive the mass of death dealing missiles in the head. The result was terrible. The entire top of the man's head was crushed off, both arms were broken and it was barely the semblance of a human being which was afterwards hoisted onto the bank. The man's name as near as could be learned was Saperes Delentri. He was about forty years of age and is said to leave a wife and three or four children in Greece.

Old Orchard, August 31. While engaged in painting a bridge near Old Orchard yesterday along the right of way of the Boston and Maine Railroad, Robert C. Offen of Portland fell from the staging and received serious injuries. Mr. Offen suffered a paralysis of the legs, due to an injury to the spine, several of his ribs were broken and an eye blacked. He died September 9 as a result of the accident.

Searsport, September 2. Bert Crosby of Sandy Point, while employed discharging logs from a vessel at Cape Jellison yesterday, received injuries from which he died about one hour after reaching his home. While discharging the logs from the vessel to wharf one of the guys gave way allowing a log to

strike Crosby on the head sufficient to fracture the skull. He leaves a wife and daughter.

North Anson, September 11. Today as an extra northbound freight train was passing over the new iron bridge which spans the Carrabassett river, Wallace Viles, a brakeman, fell between two box cars and was run over by the remaining cars in the train killing him instantly. He is survived by a wife and two small children.

Westbrook, September 7. Joseph Burwood of White Rock, employed as second hand in the paper mill of S. D. Warren and Company at Cumberland Mills, was caught by the driving shaft beneath calendar number 22 at the papermills at three o'clock this morning and was instantly killed. He was assisting in replacing a belt and it is supposed that his hand was caught between the slack of the belt and the revolving shaft, and in an instant his body was thrown around the pulley and hurled with tremendous force against the iron rods which controlled the brake. The machinery was stopped as soon as possible and when Burwood's body was removed it was found that one leg and an arm had been torn from the body and the body was terribly lacerated. Mr. Burwood was but nineteen years of age.

Portland, September 8. Hugh McGrath, a section foreman employed by the Maine Central Railroad, was instantly killed at 8.15 this morning at the Maine Central yards near the foot of Danforth street, Portland, and in sight of his own home. Mr. McGrath was in charge of the section gang and in stepping from the track to avoid a shifter, he was struck by a train of coal cars that was being pushed by an engine on another track. The blow from the car probably killed him instantly. Several of the cars passed over his right leg just above the ankle completely severing it.

Portland, September 8. Clarence W. Armstrong of Cape Elizabeth, a teamster, was instantly killed in a runaway accident this forenoon. He was driving along Commercial street when his horses became frightened at a Grand Trunk engine that was passing nearby and started to run. For some reason Armstrong left his seat and jumped to the pavement, and catching his feet in the reins he fell in such a manner that the rear wheel of the jigger struck the side of his head but did not pass over any

part of his body. He was dragged a long distance entangled in the reins, and when medical assistance reached him it was found that his neck was broken, death being almost instantaneous. He was 39 years of age and unmarried.

Bangor, September 29. Charles F. Keefe of Bangor, a locomotive engineer who was caught under his engine when it was derailed at a washout near West Seboeis at three o'clock this morning, died in a hospital in Houlton at two o'clock this afternoon. Keefe was terribly scalded and otherwise injured. He leaves a wife and one child.

Rumford, October 5. By the caving in of the walls of a vat at the International paper mills here Monday, Joseph Simmons, a laborer, was killed. He was thirty-five years old and unmarried.

Portland, October 11. James E. Wade of South Portland, employed at tower No. 3 of the Portland Wood Handling Company's plant at the Maine Central wharf, was found lying near a car partially filled with pulp wood late yesterday afternoon with a bad fracture of the skull, and he died a little later at the Maine General Hospital. His death was probably caused by being struck by a piece of pulp wood which fell when he was passing under the staging. He was about thirty years of age and leaves a wife and two children.

Bangor, October 11. Lewis Jordan of Ellsworth, a seaman on the schooner Florence and Lillian which was tied up at a wharf at High Head, was instantly killed by falling into the hold of the vessel at an early hour Monday morning. The man's neck was broken by the fall.

Guilford, October 12. Hartley Chase, twenty-three years of age, an operative in the Piscataquis Woolen Company's mill, was instantly killed today when he was caught in a shaft and thrown against a wall. He is survived by a wife.

Rumford, October 12. The body of Frank Marcoux, aged twenty-two, was brought here today from Wildwood near Rangeley Lakes where he was killed by a falling tree while working as head chopper in a lumber camp.

Topsham, October 12. An unknown Italian who had gone to work for the first time today at the feldspar mills of the Trenton Flint and Spar works at Cathance, was drawn into a pulley on which he was fixing a belt late today and instantly

killed, while Clarence Moore, who grabbed him by the heels in an attempt to save his life, was probably fatally injured. The Italian was unnaused to replacing belts on a moving pulley and became caught. He was crushed to death in less than a minute. Moore received various fractures and internal injuries and was taken to the hospital at Portland.

Belfast, October 18. William Oxtou of Rockport, a carpenter employed on the Coe-Mortimer building, fell from a staging to the ground, a distance of 27 feet, this morning. He was taken to the Waldo county hospital in an unconscious condition. He died October 31st from injuries to his spine received at the time of the accident.

Haywood, November 3. Frank Corro of Waterville, a workman on the new Squa-Pan cut off, was fatally injured and died in forty-five minutes. It being just at daylight and in the confusion of the several work trains starting out, Corro, with a companion was walking between the tracks of the new line and the Ashland branch. Engine 32 with several men on the pilot was starting for the gravel pit on the Ashland branch. Fearing that Corro and his companion were walking too near the rails and were in danger of being hit by the cylinder head, the men shouted to them. The companion stepped on the new line, but Corro stepped on the Ashland branch and was struck by the engine, falling between the rails, the engine completely passing over him. He was terribly mangled, one arm being broken in six places, collar bone, shoulder, several ribs and both legs broken. He leaves a wife and six small children.

South Portland, November 18. Thursday afternoon about 3.30 o'clock Fred J. Jewett, proprietor of a trucking business in this city, a resident of East Deering, was almost instantly killed while unloading radiators at Fort Williams, South Portland, for installation in the new barracks. Jewett, who was 37 years of age, had been going back and forth from his team to the basement of the barracks carrying radiators that are to be installed. He was just coming out of the basement when a piece of joist about three by four inches fell from the staging that was in use about the building. The joist struck Mr. Jewett in the head, fracturing the top and base of the skull. He was picked up unconscious and taken by some of the soldiers and workmen to the post hospital where the post surgeon, Dr.

Miller, did all that he possibly could for him but to no avail. At 3.35 he passed away.

Kennebunk, November 22. John Shea, an employe of the Grand Trunk Railway System, was fatally injured at the Grand Trunk coal pockets Monday night by falling into the hold of the five-masted schooner, Fuller Palmer. He was taken to the Maine General Hospital, where it was found that his skull was badly fractured and he died yesterday morning. The deceased resided at 52 Veranda street, East Deering, and leaves a widow and three children.

ACCIDENTS CAUSED BY MACHINERY.

These fifty accidents are selected from the total number to show the extent to which machinery enters in the causes of industrial accidents.

Mr. ———, while at work in the sash and blind factory of ——— in this city yesterday afternoon, was caught in the shafting and wound round and round several times before the power could be shut off. Although he was badly bruised and pounded, and was picked up unconscious, it was found upon examination that no bones were broken and it is confidently expected that he will recover.

Miss ———, employed in the stitching room of ——— shoe factory, was caught in the belting about five o'clock yesterday afternoon, and was whirled quite a distance though saved from going over the shafting by the presence of mind of another employe who quickly shut off the power. Much of her clothing was torn from her body. She was not hurt in the least, but after it was all over the shock to her nervous system almost caused a collapse and she had to be taken to her home.

Mr. ———, an employe in a last factory, had his arm come in contact with a swiftly revolving circular saw receiving a very deep and dangerous wound.

Mr. ———, a carpenter employed at the paper mills, lost the middle and ring fingers of his left hand while operating the grooving machine yesterday. He was pushing a piece of lumber through the machine when the stick broke letting his hand with his whole weight behind it on to the knives.

Mr. ——— of ——— was brought to this city late Tuesday night with his right arm cut off just above the elbow. He was

taken to the Eastern Maine General Hospital where his injuries were attended to, and he was made as comfortable as possible. Mr. ——— was completing his first day's employment at ——— saw mill, when he was thrown against a rapidly revolving saw and his right arm removed.

Mr. ———, while engaged in running a buzz saw at ——— carriage manufactory Saturday afternoon, in some unaccountable manner had the misfortune to have the end of the third finger of the left hand caught in the machine, badly tearing it and necessitating amputation of the finger just above the first joint.

Mr. ———, an operator in the ——— shoe factory at ———, met with a painful accident Friday afternoon when operating one of the new cutting machines. In some manner his foot caught in the machinery and the result was the loss of four toes on his right foot.

Mr. ——— of ——— crushed four fingers of his right hand Saturday forenoon at the ——— bleachery where he was working in the calendar room.

Mr. ——— had his finger badly crushed Monday while at his work in ——— cotton mill.

Mr. ———, head machinist in a can making plant, had the misfortune while at work Wednesday, to lose one of his fingers.

Mr. ——— was brought to the Maine General Hospital today with a badly lacerated foot cut by a circular saw while he was at work in a saw mill. The extent of the accident cannot be stated as latest reports from the hospital just before going to press stated that the patient was still in the operating room.

Mr. ——— of ——— lost the ends of his fingers in an accident at the ——— mill Saturday forenoon. A physician was called who dressed the wounds which included all the fingers on one hand.

Mr. ——— is confined to his home as the result of a severe cut on the right arm from a circular saw.

Mr. ———, while running a stripper at a birch mill, sawed two fingers of his right hand and injured his wrist quite badly.

Mr. ———, employed as pressman in a publishing house, caught his left hand between two cylinders of the press Thursday forenoon and crushed the first two fingers so badly that it was necessary to amputate them at the middle joint.

Mr. ——, employed in a woolen mill, caught his left hand in the gear of one of the machines. His hand was badly mangled and two fingers were of necessity amputated.

Mr. ——, a loom fixer in one of the mills, cut his thumb nearly off by contact with an overhead gear.

Mr. —— recently had two of his fingers cut off while at work in a saw mill.

Mr. ——, employed in a woolen mill, while running a shear in the finishing room, caught the two middle fingers of his right hand on the shear blade, cutting them so badly that one was amputated at the first joint and the other at the root of the nail.

Mr. ——, an employe of a handle factory, met with quite a serious accident while engaged in his duties on Friday. The middle and ring fingers of the left hand were badly crushed in the machinery, necessitating the amputation of one of them.

Mr. ——, employed in a woolen mill, met with an accident Saturday which resulted in several fingers being badly crushed.

Miss ——, employed in a steam laundry, met with a serious accident Wednesday morning by catching one hand in the mangle. All four fingers were broken and the back of the hand was badly burned by coming in contact with the hot roll.

Mr. ——, while employed in a saw mill, had the misfortune of having his hand come in contact with a circular saw, causing an ugly wound:

Mr. ——, employed in a woolen mill, had his hand badly lacerated in a carder.

Mr. ——, employed in an oilcloth factory, met with a bad accident Thursday afternoon by getting the third finger of his left hand caught in what is known as a pulling-out machine, by which the finger was severely crushed and twisted completely around on the middle joint.

Mr. —— lost his middle finger while working on a leather machine at the shoe shop yesterday afternoon. His hand in some way became caught in the machinery, injuring the finger so badly that it was necessary to have it cut off.

Mr. ——, employed in a paper mill, was caught between the driver belt and a steam roll of one of the paper machines resulting in the fracture of the upper part of the right arm and the burning of that member quite severely.

Mr. ———, who has been working for ——— Brothers, had his right hand caught in a circular saw which necessitated the amputation of the forefinger.

Mr. ———, a spinner employed in a textile mill, while about his work at the mill, caught his hand in some unexplainable way in the mechanism and an injury resulted that caused the loss of his thumb, also the second finger at the first joint.

Mr. ——— of this city had the misfortune to catch his right hand in No. 10 machine at the paper mills late yesterday afternoon. He was at once taken to the ——— hospital where it was found necessary to amputate his thumb and four fingers.

Miss ———, while at work at one of the machines in a can-making plant, had the misfortune to get her hand caught in the machinery and the ends taken off three of her fingers.

Mr. ———, employed in a machine shop, was painting a lathe that was being tested and in some way caught his hand in the triple gears, severing two of his fingers.

Miss ——— met with a very painful accident while at her work in a card room of the ——— manufacturing company. The young lady was working around one of the machines at the time, when her hair caught in a gear and before assistance could be rendered, a portion of the scalp about the size of one's hand was torn from her head.

Mr. ———, employed in a paper mill, was struck by a belt and a gash several inches long cut in his head.

Mr. ———, employed in a machine shop, was painfully injured by catching his fingers in the machine he was tending, making it necessary to amputate two of them.

Mr. ——— met with a very painful accident by having his right hand crushed in the gearing of a machine. It was found necessary to amputate one finger while the others will probably be saved. The whole hand is badly crushed and is fractured in a number of places.

Mr. ———, employed in a corn factory, was terribly injured by having one hand caught in a pulley while tending a belt. His arm was drawn around the pulley in such a manner that it was broken in several places and the hand was torn in pieces. It was found necessary to amputate the arm and more serious results are feared.

A sad accident took place Thursday afternoon at ——— Brothers mill when ——— had the misfortune to lose three

fingers of his right hand by coming in contact with a circular saw.

Mr. ———, employed in a boxboard and paper mill, had a narrow escape from death today while working about the wet machine. He was carried over a roll and onto the felt, and was within a few inches of the tension rolls when the machine was stopped. Otherwise he would have been crushed. As it was, he was badly jammed and has symptoms of internal injuries.

Mr. ——— met with a severe accident recently while employed in the ——— Lumber Company's sawmill. His hand came in contact with the saw, cutting a ragged gash across the palm of his left hand. It was a narrow escape for Mr. ——— as he barely escaped a loss of the hand. The injury inflicted is a most painful one, and will incapacitate him from working for several weeks.

Mr. ———, employed in a grist mill at ———, while oiling the shafting, stepped upon a box to reach some overhead gear when his overalls caught in a set-screw of a rapidly moving shaft and his foot was so terribly mangled that amputation was necessary, the foot being almost torn from his leg at the ankle.

Mr. ———, employed in a woolen mill, caught his hand in the machinery and one finger was badly lacerated.

Mrs. ———, employed in a cotton mill, caught her hand in the gear lacerating it badly.

Mr. ———, while employed in the carding department of a woolen mill, caught his left hand between the shoulder and ringdoffer of the finisher, lacerating the flesh in a horrible manner.

Mr. ——— was horribly injured while employed in a saw mill. He was taking plank away from the saw when the end of one, which had swung around to a cross ways position, was caught by the carriage as it returned, driving the plank backward with terrific force striking him on the legs above the knees, severing the muscles and cords in the front of the legs and inflicting horrible flesh wounds.

Mr. ———, acting as first hand on a paper machine, was caught between the belt and pulley of the suction pump shortly before seven o'clock last evening and, as a result, he is now at the hospital in a critical condition. His right arm was so badly

crushed that it had to be amputated close to the shoulder. Several ribs were broken and the right lung injured.

Mr. ———, employed at a grain elevator, had a narrow escape from death and, as a result, he lost three fingers. His right arm was broken and both hands were badly jammed. Mr. ——— was a member of a crew of men whose duty it was to haul in a cable attached to a pulley which is used in pulling freight cars into the elevated structure. It is said that a signal was given, but before Mr. ——— had released his hold on the cable, he was lifted into the air and his hands were caught in the mechanism. He was drawn up to a height of ten feet and then released falling to the ground and landing on his face.

Mr. ———, aged about twenty years, had his left hand taken off at the wrist as the result of an accident that happened at the ——— woolen mill this morning. Mr. ———, who is a spinner, was attempting to clean the spinning jack when the accident occurred. The machine was running and in some manner, his left hand became caught in the quadron. It was some time before he was taken from his perilous position, it being necessary to remove certain parts of the machine before he could be liberated. His injuries were of such a nature that it was found necessary to amputate the hand.

Mr. ———, employed in a paper mill, met with a painful accident by having the thumb of his right hand caught in the gear of a machine on which he was working. The thumb was badly mangled and it is feared that he will have to lose it.

Mr. ———, employed in a cotton mill, caught his left hand in the combing machinery and so badly lacerated the same that the final result is problematical. Chloroform had to be administered before the young man could be moved, or other treatment given.

Mr. ——— met with a painful accident while working in ——— sawmill. He was sawing shingles and by some means caught his hand and cut off three fingers.

FACTORIES, MILLS AND SHOPS BUILT DURING 1909.

In response to the following inquiries: "How many and what kinds of factories, mills and shops for manufacturing purposes, have been enlarged, completed, or are in process of erection during 1909?" "Estimated cost of same?" "Probable number of hands they will employ?" answers have been returned by the officers of nearly every city, town and plantation in the State. Seventy-nine cities, towns and plantations report building in this line as follows:

ANDROSCOGGIN COUNTY.

Towns.	Buildings.	What done.	Cost.	Help.
East Livermore....	Wood turning mill.....	Commenced.....	\$4,000	25
Lewiston.....	Cotton mill.....	Commenced.....	300,000	400
Lisbon.....	Cotton mill.....	Enlarged.....	5,000	-
Mechanic Falls.....	Shoe factory.....	Refitted.....	2,000	100
Webster.....	Woolen mill.....	Enlarged.....	2,000	25

AROOSTOOK COUNTY.

Ashland.....	Kindling wood mill.....	Built new.....	5,000	40
Littleton.....	Grist mill.....	Built new.....	1,000	1
Merrill Pl.....	Saw mill (long lumber).....	Commenced.....	3,000	10
Reed Pl.....	Lumber mill.....	Commenced.....	3,500	100
Winterville Pl.....	Veneer mill.....	Built new.....	12,000	25

CUMBERLAND COUNTY.

Brunswick.....	Cotton mill.....	Addition.....	} 2,000	75
Brunswick.....	Electric power plant.....	Completed.....		
Freeport.....	Clam factory.....	Built new.....	500	12
North Yarmouth.....	Saw mill.....	Built new.....	1,000	2
Portland.....	Box factory.....	Completed.....	} 13,500	75
Portland.....	Pickle factory.....	Completed.....		
Westbrook.....	Paper mill.....	Addition.....	124,000	40
Westbrook.....	Warp mill.....	Addition completed.....	35,000	135

FRANKLIN COUNTY.

Farmington.....	Corn canning factory.....	Rebuilt.....	-	-
Kingfield.....	Long lumber mill.....	Commenced.....	3,000	5
New Sharon.....	Corn canning factory.....	Built new.....	8,000	75
Phillips.....	Clothes pin factory.....	Commenced.....	35,000	50

HANCOCK COUNTY.

Towns.	Buildings.	What done.	Cost.	Help.
Eden.....	Clam factory.....	Commenced....	2,500	20
Verona.....	Saw mill.....	Built new.....	300	2

KENNEBEC COUNTY.

Albion.....	Corn canning factory.....	New machinery	500	100
Belgrade.....	Saw mill.....	Built new.....	1,000	6
Windsor.....	Two saw mills (long lumber).....	Built new.....	6,000	40
Windsor.....	One saw mill (short lumber).....	Built new.....		

KNOX COUNTY.

Hurricane Isle.....	Compressed air plant.....	Enlarged.....	6,000	-
South Thomaston.....	Saw mill.....	Built new.....		3
Vinalhaven.....	Cold storage plant.....	Built new.....	8,000	-
Warren.....	Saw mill.....	Built new.....	-	4

LINCOLN COUNTY.

Boothbay.....	Machine shop.....	Built new.....	1,200	10
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OXFORD COUNTY.

Buckfield.....	Fruit canning factory.....	Commenced....	1,500	50
Dixfield.....	Footpick factory.....	Commenced....	8,000	18
Gilead.....	Spool bar mill.....	Completed....	2,000	10
Hiram.....	Corn canning factory.....	Built new.....	5,000	50
Roxbury.....	Saw mill.....	Built new.....	1,000	6
Milton Pl.....	Steam power plant (saw mill).....	Built new.....	1,000	15

PENOBSCOT COUNTY.

Alton.....	Lumber mill.....	Enlarged.....	2,600	12
Bangor.....	Mattress factory.....	Built new.....	15,000	55
Carmel.....	Corn canning factory.....	Built new.....	12,000	40
Chester.....	Box board mill.....	Rebuilt.....	3,500	10
Corinth.....	Butter factory.....	Built new.....	4,350	3
Lincoln.....	Saw mill.....	Enlarged.....	1,200	15
Medway.....	Saw mill.....	Built new.....	1,000	3
Passadumkeag.....	Saw mill.....	Built new.....	8,000	45
Drew Pl.....	Lumber mill.....	Rebuilt.....	20,000	100
Seboeis Pl.....	Canoe shop.....	Built new.....	400	-

PISCATAQUIS COUNTY.

Dover.....	Woolen mill.....	Addition.....	5,000	-
Milo.....	Saw mill.....	Built new.....	2,000	10
Monson.....	Electric power plant (Slate).....	Built new.....	300	-
Orneville.....	Shingle and lath mill.....	Built new.....	1,000	10
Kingsbury Pl.....	Spool bar mill.....	Built new.....	2,000	20

SAGADAHOC COUNTY.

Bath.....	Store house (iron works).....	Built new.....	40,000	-
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SOMERSET COUNTY.

Towns.	Buildings.	What done.	Cost.	Help.
Athens.....	Box mill.....	Built new.....	1,500	6
Hartland.....	Sash and blind mill.....	Enlarged.....	2,550	40
Madison.....	Pulp mill.....	Enlarged.....	150,000	90
New Portland.....	Canning factory.....	Enlarged.....	650	11
New Portland.....	Saw mill.....	Built new.....	-	12
Saint Albans.....	Saw mill.....	Built new.....	-	-
Skowhegan.....	Paper mill.....	Enlarged.....	10,000	20
Solon.....	Corn canning factory.....	Built new.....	18,000	-
Brighton Pl.....	Bobbin and saw mill.....	Built new.....	2,000	20

WALDO COUNTY.

Belfast.....	Clothing factory.....	Enlarged.....	2,000	30
Belfast.....	Fertilizer plant.....	Commenced.....	30,000	40
Frankfort.....	Grist mill.....	Enlarged.....	800	2
Liberty.....	Corn canning factory.....	Built new.....	3,500	60
Northport.....	Saw mill.....	Built new.....	3,000	8
Palermo.....	Carding mill.....	Built new.....	75	1
Searsport.....	Fertilizer plant.....	Commenced.....	15,000	35
Searsport.....	Store house for barrels.....	Built new.....	3,000	-
Unity.....	Saw mill.....	Built new.....	1,000	4

WASHINGTON COUNTY.

Addison.....	Sardine factory.....	Built new.....	8,000	} 60
Addison.....	Lath mill.....	Built new.....	700	
Lubec.....	Sardine factory.....	Rebuilt.....	30,000	100
Machiasport.....	Sardine factory.....	Built new.....	14,000	70
Princeton.....	Lath and stove mill.....	Rebuilt.....	1,000	15

YORK COUNTY.

Alfred.....	Embroidery mill.....	Completed.....	50,000	35
Berwick.....	Electric power plant.....	Improved.....	-	5
Biddeford.....	Cotton mill.....	Addition.....	175,000	-
Buxton.....	Box factory.....	Addition.....	3,500	-
Kennebunk.....	Electric light plant.....	Enlarged.....	10,000	-
Newfield.....	Shingle mill.....	New machinery.....	350	1
Parsonsfield.....	Lumber mill.....	Built new.....	40,000	-
Saco.....	Cotton mill.....	Enlarged.....	28,000	-
Saco.....	Loom harness and picker mill.....	Enlarged.....	6,000	105
Waterboro.....	Blueberry canning factory.....	Built new.....	2,000	-

RECAPITULATION.

COUNTIES.	Number of towns.	Number of buildings.	Total cost.	Hands employed.
Androscoggin.....	5	5	\$313,000	550
Aroostook.....	5	5	24,500	176
Cumberland.....	5	6	176,000	339
Franklin.....	4	4	46,000	130
Hancock.....	2	2	2,800	22
Kennebec.....	3	5	17,500	146
Knox.....	4	4	15,000	7
Lincoln.....	1	1	1,200	10
Oxford.....	6	6	18,500	149
Penobscot.....	10	10	68,050	283
Piscataquis.....	5	5	10,300	40
Sagadahoc.....	1	1	40,000	-
Somerset.....	3	9	184,700	199
Waldo.....	7	9	58,375	180
Washington.....	4	5	53,700	245
York.....	9	10	314,850	155
Totals.....	79	89	\$1,334,475	2,631

TOTALS FOR NINETEEN YEARS.

YEARS.	Number of towns.	Number of buildings.	Total cost.	Hands employed.
1891.....	86	110	\$3,023,850	4,278
1892.....	89	114	2,128,000	4,319
1893.....	81	108	841,725	2,522
1894.....	48	55	663,700	1,036
1895.....	75	102	1,367,800	2,797
1896.....	62	77	1,055,900	1,470
1897.....	74	95	827,600	2,339
1898.....	64	72	675,100	2,024
1899.....	103	138	6,800,700	4,990
1900.....	114	167	2,174,825	5,539
1901.....	94	121	5,638,200	6,337
1902.....	91	129	2,776,930	5,017
1903.....	96	124	1,436,900	3,343
1904.....	91	113	1,175,500	3,276
1905.....	93	114	2,363,410	3,329
1906.....	104	131	2,637,500	3,674
1907.....	95	133	4,140,960	3,566
1908.....	85	94	1,447,300	3,510
1909.....	79	89	1,334,475	2,631



Digging potatoes on farm of Arthur Willey, Limestone, Aroostook county, Maine.

AGRICULTURAL ADVANTAGES OF MAINE.

A part of the duties imposed by law upon the commissioner of the Bureau of Industrial and Labor Statistics is to collect, arrange, illustrate, publish and distribute in this and other states, authentic information showing the advantages the State has to offer to farmers and those seeking employment as farm laborers. In order to carry out the provisions of this law it was necessary to ascertain by personal investigation our agricultural conditions and needs, and as the means at our disposal for this purpose would not warrant the expense of covering our entire settled territory, three counties were selected, Aroostook, Somerset and Waldo, representing the northern, central and southern sections of the State, which were visited by a special agent of the bureau and conditions studied.

AROOSTOOK COUNTY.

As a rule, throughout Maine, farms can be purchased at a low price compared with land values in other states, the exception being the valley of the Aroostook river in the north central part of Aroostook county, and to some extent in the Meduxnekeag valley in the vicinity of Houlton. In this section the people are waking up to the real value of their lands. There is probably no better potato land of equal extent in the country and land values are here reckoned on the basis of the average net income of the potato crop. The Aroostook valley contains practically no clay, sand or gravel and but little intervale, but the soil is underlaid by a stratum of calcareous shale generally not far from the surface, but rarely breaking out.

Fifty years ago this valley was mostly covered with the original forest growth and the process of clearing the farms has since been going on. The advent of railroads has revolutionized farming methods. Where formerly the surplus sent out of the county from the farms consisted of cattle, sheep, clover

seed and herds grass seed, now every farmer raises potatoes, everything else done on the farm or any other crop raised in rotation being incidental to the one great cash crop, potatoes.

Many farms have changed hands in recent years. We here give some of the recent sales in Presque Isle and vicinity.

A farm of 120 acres was sold last fall for \$10,000. Another farm of the same acreage, which was bought twelve years ago for \$3,500, was sold two years ago for \$10,000.

A farm of 90 acres was bought twelve years ago for \$5,000, and three years ago was sold for \$12,000. Another farm of 160 acres including crops and tools was bought six years ago for \$4,000, and last spring was sold for \$12,000. Another, situated one mile from the village and containing 320 acres which was bought five years ago for \$12,500, was sold the present season for \$30,000.

A farm of 120 acres was bought fourteen years ago for \$1,800, and was recently sold for \$10,000. At the time of the latter sale there was no house on the place. A farm of 220 acres was sold for \$12,000 six years ago and three years later was disposed of for \$18,000.

A farm of 180 acres that was bought for \$5,000 seven years ago recently sold for \$12,000. Another of 180 acres was bought for \$10,000 two years ago and the present season sold for \$14,000. A farm of 120 acres near the village that was bought fourteen years ago for \$5,000 was sold last spring for \$20,000. Another farm of 320 acres that was bought for \$8,000 fifteen years ago was sold last year for \$33,000.

Other recent sales show four farms of 50 acres, 160 acres, 170 acres and 180 acres respectively, which brought \$12,000 each; one of 180 acres was sold for \$14,000; and one of 120 acres and another of 140 acres were sold for \$18,000 each.

A man who bought a 160 acre farm for \$6,000 six years ago recently refused an offer of \$14,000; another who paid \$5,000 for a 250 acre farm eighteen years ago lately refused \$20,000; and another who paid \$4,000 for a 200 acre farm eighteen years ago was offered \$20,000 the present season and refused to sell; while a 130 acre farm two miles from a railroad station recently sold for \$20,000. A farm of 150 acres, about a mile out of the village, was bought twenty-two years ago for \$1,800 and recently the owner refused an offer of \$25,000.

One farm of 500 acres, a little more than half cleared, the rest well timbered and all good potato land, situated two and one-half miles from a railroad station, could not be bought for less than \$60,000, and would doubtless bring that amount if put on the market. In this vicinity and conveniently near a station it is not much of a farm that can be bought for less than \$10,000.

Early in the spring of 1909 a man was looking for a farm and after examining a place of 200 acres, with rather poor building but with the lumber on the spot to build a new barn and repair the house, he made the owner an offer of \$20,000. The owner of the place stepped into the house and told his wife of the offer and asked what she thought of selling. Her response was "Let me figure a little before deciding." After using her pencil for a while she announced that for the fifteen years they had occupied the place it had afforded the family a living, and besides had paid ten per cent on \$40,000. They did not sell.

Good potato land about Caribou, Fort Fairfield and Presque Isle is now reckoned to be worth about \$100 per acre, while in Woodland and other places not so convenient to railroad stations it can be bought for about \$50.00 an acre.

In Washburn several farms have recently been sold at prices ranging from \$10,000 to \$12,000, and one farm of 160 acres brought \$16,800. In Perham and Wade plantation there is still some wild lots not yet taken up. Such have been in the market at about \$5.00 per acre. The new Squa-Pan-Stockholm cutoff road will bring these places conveniently near railroad communication.

The Aroostook valley lands are peculiarly constituted for potato raising. The ledge of constantly disintegrating stone containing large quantities of lime gives the whole section a soil which, with proper treatment and rotation of crops, will continue to produce bountifully from year to year for an indefinite period. The formation of the immense ridges, not steep, but rising gradually so as to give practically the whole surface a good drainage, constitutes a most favorable condition for the soil to resist the unfavorable effects of excessive rains or drouth. Its freedom from loose rocks and the great extent of unbroken lands, where, if need be, a furrow could be run

for miles without a break, gives this section a surface which can be more cheaply worked than any other section in New England.

The above description would apply to a large portion of the land in the towns bordering on the lower section of the river, but going back from the river either north or south the surface becomes more broken, the land more rocky, until, in some directions, the land becomes unfit for cultivation. There are a dozen or more of good potato towns in the Aroostook valley that have been settled, and doubtless there are several wild townships which, if cleared, would compare favorably with some that are now under cultivation, but these wild townships are held by proprietors for the timber they afford and are not available for settlement.

The average production of potatoes under present improved methods of cultivation is in the neighborhood of 100 barrels per acre, and the average cost per acre from \$50.00 to \$60.00. It is not often that potatoes are sold for much less than \$1.00 per barrel, but are more apt to go for \$1.25 to \$1.50, and occasionally higher. Every one who owns a potato farm and attends to business, if he is not a spendthrift, is accumulating a competency, and it is currently stated that 90 per cent of the deposits in the seven banks and trust companies in the towns along the Aroostook river is owned by the farmers.

Maine leads the world in potato raising; Aroostook county leads the State, and the Aroostook valley leads the county of Aroostook. The total potato crop of the United States in 1908 was 278,985,000 bushels, raised on 3,257,000 acres, or an average of 85.7 bushels per acre; Maine raised 26,100,000 bushels on 116,000 acres, or an average of 225 bushels per acre, the average for Aroostook county being 275 bushels per acre, and the Aroostook valley must have averaged as high as 300 bushels per acre.

The farmers of Aroostook, like other business men, are working largely for what profit there is in the business. For years they have been experimenting in order to ascertain the best and cheapest methods of cultivation, until now every item in the production of potatoes is done by horse power and machinery except cutting the seed in the spring and picking up the potatoes in the fall. Mowing ground is broken after haying with a



Digging Potatoes on farm of M. L. De Witte, Presque Isle, Aroostook county, Maine. Field contains about 40 acres and production averaged 125 barrels to the acre.

sulky plow drawn by a pair of heavy horses, what stable manure the place produces being previously spread on the stubble with a manure spreader. Before seed time in the spring the field is put in the best possible condition by pulverizing with improved harrows. About 1,500 pounds of commercial fertilizer are used per acre, being dropped in the row by the potato planting machine. As soon as the young potato sprouts break ground the cultivator is put to work and kept at it as long as a team can well get through the field. The young tops are usually covered two or three times by the cultivator, which is a protection from the potato bug. When the work of cultivating is completed the rows are nicely hilled up, every weed destroyed and the ground so completely shaded by potato tops that no young weeds can grow.

Potatoes are sprayed with Bordeaux mixture at least three times as a preventive for rust or blight, and Paris green is used as much as needed to destroy the potato bugs. At the present time the main crop consists of the Green Mountain variety with a few Irish Cobblers for early shipment.

A pair of heavy horses will easily draw the potato digger by which the potato tops are cast between the rows and the potatoes, cleanly sifted, are strewn on top the pulverized soil through which the digger has plowed. As the digger commences work, empty barrels are placed close beside the outside row and when a few rows have been dug the crew of pickers begins work, using 3-peck baskets, and the barrels are so placed that, as near as may be, a basket may be filled from a row between each barrel. Thus about four pickers will completely fill the barrels as they pass across the field.

When enough barrels are filled for a load, one of the pickers assists the driver in lifting them upon the jigger and they are hauled to the potato house and dumped through scuttles in the floor to the cellar below. The empty barrels are then returned to the field and placed beside the unpicked rows and another load carted away.

Potato houses on the farms are built on sloping ground so that a team may drive in on the upper floor to unload. The lower floor is entered from the lower end. The walls are generally of concrete and well banked to the eaves except the lower end where is an outside room with windows, and containing

a heating stove. Teams back into this outer room to load for market in cold weather. These farm potato houses are of various capacities according to the size of the farm but some hold as many as twelve thousand to fifteen thousand bushels, and are not always large enough to hold the entire crop. Most farmers haul a part of their potatoes to the stations at digging time, where they are stored in immense potato houses owned by the shippers, where they can be protected from frost until sent away. The shipping season begins late in August when the early varieties are started for the market, and usually by the last of June the last of the previous year's crop has been sent away. Digging the main crop does not usually commence till about the tenth of September.

Potato raising has been reduced to a system by the judicious farmers. Usually the potato crop is followed by grain and the field seeded to clover and herds grass which is cut for hay for from one to three years, depending largely on the size of the farm, some of the owners of small farms cutting the grass only one year before again plowing for potatoes. A large part of the grain raised consists of clear oats or of mixed grain, oats and barley, yet most farmers raise wheat enough for their own bread, and considerable wheat is purchased by the millers and manufactured into flour. Considerable buckwheat is also raised in this section. The yield of all kinds of grain is very heavy, far above the average for the country.

Outside of the raising of potatoes, grain and hay, but little is attempted. Orchards do not thrive well immediately along the river but in towns further back they do much better, quite large quantities of apples being raised in Perham, Castle Hill and other places remote from the river, but anywhere within easy reach of a railroad station the land is worth much more for potatoes than for orcharding.

Outside of horses but little stock is kept. Most farmers keep but one or two cows, but when it is considered that the two acres required to pasture a cow would yield, if planted to potatoes, a net income of \$100 the reason is apparent. Bee keeping is followed as a side line by some and several farmers market from 1,500 to 2,000 pounds of honey annually. No one attempts to raise corn except a little early sweet corn in the garden. Most garden vegetables yield bountiful returns.

Attempts have been made by individuals and associations to persuade the farmers of Aroostook county to take up dairying, stock raising and other lines of diversified farming, but it is of no use. The soil of the Aroostook valley was created especially for the raising of potatoes and the owners of the farms would be blind to their own interests to divert their lands to any other use.

There are no unoccupied farms in this section and no land lying idle, no road fences, the roadsides being cultivated and potatoes planted to the wheel tracks. In fact, some of the farmers have cut off the last tree on their places in their eagerness to get a few more acres on which to plant potatoes, and are now purchasing coal at a high price for fuel. This may be economy and doubtless, as far as money is concerned, the \$1,000 that might be netted from a crop of potatoes once in three years besides a good crop of grain and clover the other two, would swell the bank account faster than by retaining a twenty-acre wood lot and saving the coal bill, but there are some things worth more than money, and a farm denuded of its last tree certainly is not a desirable place for a home. Fortunately but few farmers have gone to this extent, and more fortunate for the State at large is the fact that the farms in most sections contain an ample share of broken or rocky land that is fit only for forest growth.

Many writers imagine that practically all of our wild land is good for tillage and only awaits the clearing of the forest to make as many prosperous agricultural towns as there are townships, and newspaper articles often speculate as to the enormous size of the crop when the 178 townships of Aroostook county are all cleared and planted to potatoes. But as a matter of fact only a very limited number of the wild townships are capable of being made agricultural towns. Approximately one-half of the territory contained within the counties of Aroostook, Franklin, Hancock, Oxford, Penobscot, Piscataquis, Somerset and Washington is wild land, and for the most part, owing to the nature of the surface, must always remain so. Many attempts have been made to settle portions of these lands. Township after township has been taken up and clearings commenced, in many cases only to be abandoned or to remain a small plantation.

There are over seventy organized plantations in the State and in the larger number of these places the prospect is not good for their ever attaining the dignity of a town. Stretched across the State from east to west there may be counted ten townships, once incorporated towns but now reverted to wild land or a plantation organization. They are along the border where the flourishing settlements meet the almost unbroken wilderness. They were Kossuth in Washington county; Mat-tamiscotis in Penobscot county; Barnard, Elliottsville, Wilson and Kingsbury in Piscataquis county; Mayfield, Brighton and Lexington in Somerset county; and Berlin in Franklin county. There was no lack of energy on the part of the founders of these towns. Good crops were raised in the clearings on the rocky ridges and the pine and cedar helped the settlers in making a living, but when the farms were cleared and the surplus timber cut off and an attempt made to plow the lands, the settlers found themselves up against a proposition that they could not master. To plow the land without clearing it of rocks was an impossibility and to remove the rocks would entail an expense far above the value of the land after being cleared, so there was only one thing to do and that was to abandon their places to grow up again to forest and get back to where the land could be cultivated.

Fortunate indeed is the State of Maine in its immense area of waste land as it is called when viewed from the standpoint of the farmer, but from the viewpoint of the lumberman it is among the richest of our natural possessions, an area for the most part forest clad, from which can be taken an annual crop of timber which, when manufactured into lumber and paper, is worth at least \$40,000,000, and without encroaching beyond the amount of the annual growth of the forest trees.

The farmers of Aroostook are noted for their good work horses, yet comparatively few colts are raised. Within four or five years after the Bangor and Aroostook Railroad reached the Aroostook river in 1894, thus turning the attention of the farmers to the production of potatoes for shipment, the number of colts raised in the county fell off one-half, but within the last ten years the number raised have increased from 25 to 30 per cent, although it is probable that the increase has not much more than kept pace with the increase in population. The same

consideration that here decides all other agricultural questions, namely: that the land is worth more for potato raising than for any other purpose, is likely to limit the annual production of colts. Good, heavy work horses cost high. During the past season some farmers have paid \$750 per pair, and in one or two instances the price has gone as high as \$1,000 per pair, but of course lighter horses are sold much lower.

Farm machinery is also purchased liberally. This is no small item, for separate machinery must be had for potato, grain and hay culture. A good outfit of potato machinery costs about \$400. Most of the grain is sown broadcast but some use drills. Wheat is cut with the binder and oats and mixed grain with the reaper, the reaper being used on grain that will not dry out in the bundle.

The three towns of Caribou, Fort Fairfield and Presque Isle contain two full townships each, or 138,240 acres in the three towns, or in other words, 22,240 acres more than the entire area devoted to potatoes in Maine in 1908. Of the crop of 1903, the only year of which we have the shipments by towns in detail, there were shipped from Aroostook county 6,133,800 bushels of potatoes. Approximately 48.8 per cent were sent out from stations within the three above named towns, Mapleton, Washburn, Woodland and other places contributing their quota; but with the new railroad extension the latter towns will now ship from their respective stations.

Of the potato crop of 1908, the Bangor and Aroostook Railroad shipped 11,796,506 bushels and the other railroad lines from the same territory 2,077,696 making a total of 13,874,202 bushels. Of this total, 96.9 per cent were shipped from Aroostook county, 1.5 per cent from Penobscot county, 1.3 per cent from Piscataquis county, and three-tenths of one per cent from Waldo county. Approximately 65.7 per cent of the shipments were made to points in New England, 24.6 per cent to the Middle states, 9.4 per cent to the Southern states, and three-tenths of one per cent to the Western states. Nearly \$9,000,000 were paid for these potatoes to the farmers of the section of the State covered by the Bangor and Aroostook Railroad, which includes the county of Aroostook, the larger part of Piscataquis and small portions of Penobscot and Waldo.

The only figures we have in detail by counties of the Maine potato crop are the census figures covering the crop of 1899. That year there were raised in the State 9,813,748 bushels, of which the county of Aroostook produced 6,466,189 bushels, or 65.9 per cent, while the other fifteen counties produced 3,347,559 bushels, or 34.1 per cent. Since that date there has been a great expansion in potato culture both in Aroostook and all the other counties in the State until, in 1908, the crop amounted to 26,100,000 bushels. Provided the ratio of production between the counties remains the same as in 1899, the crop of 1908 should show in round numbers 17,200,000 bushels for Aroostook county and 8,900,000 for the rest of the State.

Within the valley of the Aroostook there are published five enterprising weekly newspapers besides two published monthly, one being a literary school paper and the other devoted to natural history. There are in the various towns more than two hundred retail stores, also three national banks and four trust and banking companies. There are few sections in the State with better railroad facilities. Six lines of steam railroad, including branches, and one piece of electric road traverse the valley, the electric road and one branch of the steam road being constructed in 1909.

In Presque Isle there is a State normal school, and scattered throughout the valley are seven standard and two sub-standard high schools, besides the lower grade common schools which are found within reach of every child; and there is in the neighborhood of two score of churches of various denominations.

The population is made up largely of Americans, with quite a sprinkling of English speaking people from New Brunswick; yet besides the Swedish colony there is also a colony occupying the northern part of Caribou and Connor plantation who are of French descent and still to a large extent speak the French language although those of the younger generation generally speak English. This is an extension of the Acadian French settlement on the Saint John river. In religion the French are mostly Catholics and the other settlers for the most part are Protestants.

The potato growers of Aroostook county are handicapped to some extent by the freight charges in sending their potatoes

to market. The distance from Caribou to Boston is 443 miles, and from Caribou to New York is 660 miles. The farmers usually sell direct to shippers and deliver their crop at the nearest station. The small potatoes and those that may show signs of decay are sold at the local starch factories which are scattered all over the county, and are considered to be worth more for starch than for feeding to any kind of stock.

As before indicated this is a section where farm lands are high, yet they are eagerly sought at prices that seem to residents of other sections almost fabulous, and many farms change hands. Many who sell out here purchase other farms in central and southern Maine. They take with them the experience they have here gained and by following out Aroostook methods are making a success of potato raising in the older sections of the State.

The high prices of Aroostook farms are something of a barrier in the way of a man of small means who might desire to purchase, but many have bought on time and in a few years paid for the farm; while some rent land on which to raise potatoes until they can accumulate enough to buy.

The prevailing wages by the year are about \$25.00 per month; and for the season, from \$25.00 to \$30.00. In haying and potato digging when many extra men are required, wages are \$2.00 to \$2.75 per day, always with board. Farm help in sufficient quantity is generally available as many now come in to the potato sections at the digging season from New Brunswick as well as other sections of Maine. Without doubt more farm laborers are employed in Aroostook than in any other county in the State.

Although the Aroostook valley leads all other sections in the East in the production of potatoes, there are other sections of the county not far behind. The Meduxnekeag valley, though very much smaller in area than the Aroostook, produces immense crops. Houlton, the shire town of the county, is an important shipping point, and the towns north of Houlton along the State line and several towns in the southwestern section of the county ship large quantities annually.

The Saint John valley has more intervals than other sections of the county. It is quite high above the level of the river and is overflowed only by extremely high water, and is very fertile. The high lands contain considerable clay and sand and a great

deal of it is rocky, but it produces good crops when cleared of rocks though not equal to the Aroostook valley lands in ease of cultivation, neither is the soil so thoroughly tilled and fertilized. The building of new branch lines of railroad along this valley is opening up a large area of good potato land.

New Sweden.

The township which now constitutes the town of New Sweden was surveyed in 1859 into 160-acre lots and opened for settlement, the State practically offering the land free, as no money was required, the only conditions being that a few acres be cleared and cultivated, a dwelling erected and a sum equivalent to 50 cents per acre be worked out on the town highways. Thus the township remained for eleven years but no settlers came in. Even in what is now the town of Woodland, just across the south line of New Sweden, many who had taken up lots had become discouraged and abandoned their places, the log cabins rotting down and the fields growing up to bushes.

Not an acre of trees had been felled in New Sweden when, in 1870, it was relotted into 100-acre lots with the idea on the part of the State of peopling the township with immigrants from Sweden, and on July 23, 1870, fifty-one Swedes, consisting of twenty-two men, eleven women and eighteen children were brought in by Commissioner William W. Thomas of Portland who had accompanied the colony from their native land.

During a few weeks previous, the State had caused to be felled five acres of trees on each of twenty-five lots and six log houses, 18 by 26 feet on the ground, were nearing completion. Thus was commenced the settlement of a town only ten miles from Caribou and which our own people had neglected to occupy. Inside of ten years from the date of settlement a farm of fifty acres with buildings had been sold for \$2,000 and at the present time there are farms in town that are valued at from \$8,000 to \$12,000. Every lot has been taken up and for the most part the tillage land cleared and the town now has a taxable valuation of \$173,485, and no town debt.

New Sweden is more rocky and broken than some of the towns immediately on the Aroostook river and has considerably more land unfit for tillage, and consequently the fields are not so extensive, but there is no lack of fertility in the soil. While



New Sweden, Aroostook county, Maine. (Potato field in the foreground.)

a large crop of potatoes is annually raised, the people give more attention to diversified farming, and wheat, barley, oats and buckwheat are staple crops and considerable attention is given to raising cattle, sheep and hogs. Honey is also produced on many of the farms and apple orchards thrive on the high land. It is generally conceded that, in this town, the diversified crops support the population, thus leaving potatoes as a surplus crop, from the proceeds of which to make improvements or to lay by for future use. The Swedes literally raise their own bread. An acre of wheat will generally produce from four to seven barrels of flour.

The railroads built recently into and near this town have added largely to the value of potato lands, as the cost of marketing potatoes has been materially reduced by shortening the haul to the station. The Swedes are a frugal and thrifty people, more careful in the expenditure of their earnings than their French or American neighbors. They are liberal purchasers of good work teams and all necessary implements and machinery about the household or farm but not of fancy driving teams or automobiles as are many of the American farmers.

The Swedish colony comprises not only New Sweden but the plantations of Stockholm and Westmanland and the northern part of the town of Woodland, and every one in this section who has followed farming as an occupation has made a financial success. Without an exception their credit is good for all they care to ask for, and they can obtain money at the banks as readily as any of the business men in the county.

The surplus lumber of New Sweden has been cut off but there is enough left for local use, the growth from year to year, on lands that will never be cleared, being sufficient to keep up the supply.

The Baptists, Congregationalists and Lutherans generally support preaching and their churches are filled every Sabbath. The Advents have a very small church organization but the few are just as constant church goers as those in the larger churches. The people also take a great interest in the education of their children and their schools are in excellent condition.

The log houses and thatched hovels which dotted the clearings thirty-five years ago have been replaced by convenient

dwelling and large barns which, together with the smooth and well cultivated fields and the neat appearance of all the surroundings, show New Sweden to be one of the most prosperous agricultural towns in the State.

These descriptive remarks of Aroostook have been confined mostly to the river valleys which constitute a section unsurpassed in fertility and ease of cultivation. In this, as in other counties, there are found all the varieties of soil and conditions of land surface, from the deep, rich, mellow soils along the rivers to the steep, rocky and ledgy hillsides, almost devoid of soil and entirely worthless for agricultural purposes. Between these extremes there is a large amount of land devoted to farms, where less attention is given to potatoes and more to the dairy interests and stock raising. Farms of this class can be purchased at very reasonable prices.

SOMERSET COUNTY.

Within the past five years more than fifty farms in Somerset county have been sold to parties from the county of Aroostook. Eighteen of these farms are situated in Norridgewock, ten in Skowhegan, and the others are scattered through a dozen towns in the southern part of the county. For the most part these parties came from some of the best potato towns in Aroostook. Many of them sold their farms there at a good round price and purchased in Somerset at perhaps one-fourth the amount received for their Aroostook farms. Conversations with many of these men revealed the fact that the difference in the value of farm property in the two sections was an incentive in most cases in bringing about the change, yet the more central location and consequent shorter haul to market had a bearing, and in some cases the man past middle life was getting back to the vicinity of the home of his boyhood.

Of course there are no such extensive areas in Somerset as in Aroostook which can be profitably devoted to potato culture, yet it is claimed that on certain soils, when similar methods are used, the yield per acre is fully up to that of Aroostook county. Each county has its advantages. While Aroostook's one cash crop, persistently and intensively cultivated year after year in rotation with grain and clover, doubtless is a better money



View at New Sweden, Aroostook county, Maine.

maker than the mixed farming of Somerset, yet whenever there comes a season, either from a partial failure of the crop or from extremely low prices, when the amount received for the potatoes is barely enough to pay the expense of production, the blow falls heavily on the whole community, not only on the farmer who has practically lost his year's labor, but upon the merchant, the mechanic and the laborer as well. On the other hand, in the section of mixed farming, it is hardly within the range of probability that all the leading crops will fail in any one season; while the potato crop may be a partial failure, the corn, the fruit and the dairy may yield good returns.

Somerset possesses a great variety of soils, such as clay, sand, gravel, the different grades of loam and considerable intervals. Portions are free from stones but generally the ridges are quite rocky. These rocks have largely been cleared from the fields and built into walls. With the great diversity of soils and the longer season, this section is well adapted to a great variety of farm crops. Potatoes, sweet corn, yellow corn and oats are largely produced, while orcharding and dairying are profitably followed.

While in Aroostook county every farmer implicitly pins his faith on potatoes, in Somerset there are those who believe that the soil on a strictly potato farm will soon be run out and ruined; yet the great majority have faith that with the proper rotation of crops such farms may be kept in as good condition as with any other treatment, and that in renovating old mowing fields it is better to thoroughly cultivate and raise a crop of potatoes than to sow to grain and reseed the first year. It is certain that in Aroostook where this crop has been most persistently cultivated, the yield shows a material increase in a series of years, and doubtless the result would be the same in Somerset under similar fertilization and cultivation.

The Aroostook people who have settled in Somerset county are potato raisers. In purchasing farms they have selected such as have a soil well adapted to their purpose. They are using the same methods of cultivation as have proved the best in Aroostook and are producing similar results, although on a smaller scale. It is doubtful if the crop can be raised as cheaply on these small fields as on the extensive areas they have left but there is an advantage in lower freight rates. The

native farmers are watching the process and are gradually picking up and following the same methods, so that the acreage devoted to this important crop is increasing year by year and several railroad stations in the county are becoming important shipping points. Somerset county is bound to become an important potato producing section.

It must be borne in mind that the raising of potatoes in commercial quantities in Somerset county is a matter of very recent date. Ten years ago only 265,712 bushels were raised in the entire county, just a fair crop for home use, and four years later the amount of potatoes shipped out of the county would not exceed 20,000 bushels. Now the great majority of farmers within a reasonable distance of a shipping point are raising potatoes to sell. Fields of from five to ten acres are common and some are cultivating from twenty-five to thirty-five acres and the shipments have increased many fold. It has not been over three years since "Central Maine" potatoes have been quoted in the Boston market.

Within five years, 140 Somerset county farms have been sold to parties living outside of Maine which, added to those sold to Aroostook parties, amount to over 190, besides a large number sold to residents of other counties in the State. About 100 of those coming from other states were from the three states of Massachusetts, New York and New Hampshire. This movement clearly indicates that this is a desirable section in which to locate, for these purchasers are for the most part experienced in farm work and management and are men of good judgment as well.

This large influx of farmers looking the county over for available and desirable places has naturally given quite a boom to farm property, and in the southern towns farms situated conveniently near to railroad stations have probably doubled in selling price within ten years. While a 100-acre farm with fair buildings on the gravelly plains might be bought for about \$1,000, larger farms of excellent land and better buildings might sell for from \$3,000 to \$4,000, and from \$5,000 to \$6,000 would secure some of the best farms in the county. In places more remote from railroads farms can be bought at a lower figure.

The farmers generally throughout this section seem to be prospering and each seems to be well satisfied with his own particular line. Those who in recent years have purchased farms in the county, whether native or foreign, are well up with their neighbors provided they are farmers; but a few whose knowledge of practical farming extended no further than the counting room, have invested their savings in partial payments on farms, and after a few years' struggle have given up defeated and returned to their old occupation, wiser but poorer men. It is well for a man to learn something in practical farming, as in any other line of business, before investing all his surplus funds in the enterprise.

One-seventh of the number of sheep kept in the State are owned by the farmers of Somerset county, and the number of swine has increased about 25 per cent within a few years largely on account of the increase in the potato crop, the small and unsalable potatoes furnishing them considerable extra feed.

The raising of sweet corn for canning is made a special crop with many and is called a paying one on the average, although the crop varies with different seasons. On account of the increased price of everything that enters into the production of the crop, a combined effort is being made to obtain an increase in price from the packers, a movement which is meeting with success in many sections of the State. The price has been \$2.00 per one hundred pounds, and an increase of 12½ per cent has generally been conceded for 1910. There are eleven canning establishments in the county which put up corn, vegetables and fruit. Their locations generally make them convenient to the corn raisers of the county.

The dairy business is another branch to which many of the farmers devote their energies and it is considered a profitable line to follow. The county contains two cheese factories, one butter factory and three creameries, but for the most part butter is made on the farms.

To show the importance of the dairy interests in the county we here give from the United States Census reports for 1900, the latest available figures, the results for the year 1899, exclusive of the butter and cheese made in factories. It may be well to state the reasons for the discrepancy between the number of cows given by the census and the number returned to the state

assessors. The census enumerators count all cows, including two and three-year-old heifers in milk, while the returns to the state assessors include as cows only such as are four years old.

The number of farms in the county reporting dairy cows was 3,778; number of dairy cows reported, 14,426; gallons of milk produced, 7,823,500; gallons of milk sold, 845,360; pounds of butter produced, 1,240,070; pounds of butter sold, 903,210; pounds of cheese produced, 97,870; pounds of cheese sold, 83,170; gallons of cream sold, 276,434; total value of all dairy products on farms, \$548,799; value of dairy products consumed on farms, \$188,316.

The same year the county produced 11,580 bushels of barley, 26,910 bushels of buckwheat, 75,550 bushels of corn, 357,200 bushels of oats, 400 bushels of rye, 1,180 bushels of wheat and 265,712 bushels of potatoes.

Many are raising yellow corn as a field crop or for the silo. Among the fields visited was one from which the owner claimed he was picking at the rate of 200 baskets of ears per acre, equivalent to 100 bushels of shelled corn, by no means an unheard-of yield in the State of Maine. The field certainly showed a bountiful yield, the kernels in many cases rounding out the ears to the very tips. This farmer is prospering on his orchard, his cows and his corn and has no desire for potatoes except for his own family use, yet his neighbor across the way was turning out one hundred barrels to the acre.

Orcharding is also quite an important industry and some of the largest orchards in the State are in this county. Those who are giving their trees the proper care are receiving a much larger net income per acre than from any other farm crop, yet in many cases the trees are neglected or given but little care, and the product is usually on a par with the care bestowed. There are certainly great possibilities in Somerset county for the apple.

The employment of farm laborers and the rates of wages do not differ materially from other counties in the vicinity, and for those who may be employed on farms by the season there is always opportunity for a winter's job in the lumber woods or other employments nearer home.

There are several manufacturing towns in the county, the most important being Skowhegan, Madison, Fairfield and Pitts-

field. These places furnish very good markets for all kinds of farm produce. Wood pulp, paper and woolen goods are the leading articles manufactured.

The Maine Central Railroad, as it runs from Waterville to Newport, crosses the southeastern corner of the county with stations at Pittsfield and Detroit, while the Seaboard and Moosehead Railroad connects Harmony, Hartland and Palmyra with Pittsfield. A branch of the Maine Central runs from Waterville through Fairfield to Skowhegan; the Somerset Railway runs from Oakland through Norridgewock to a point on the west shore of Moosehead lake nearly opposite Kineo, and accommodates most of the river towns; while the Canadian Pacific Railway crosses the county from east to west near Moosehead lake, principally through an unsettled region, striking only Jackman plantation. An electric road connects Skowhegan with Madison.

Somerset is a large county, being about 135 miles from north to south and averaging nearly 30 miles east and west, but the northern and larger part of the surface is rough and broken and unfit for farming purposes. There are 25 incorporated towns, all in the south end of the county, about one-half of which have direct railroad communications; also 14 organized plantations, mostly scattered along Moose river, Dead river and the upper Kennebec, in the timber section of the county.

Somerset county is rich in growing timber, containing 70 townships of wild land in addition to its towns and plantations; rich in water powers, a fall of 900 feet on Kennebec river being within its boundaries, besides numerous powers on smaller rivers and streams; rich in fish and game and in mountain and lake scenery, forty miles of Moosehead lake forming a portion of its eastern boundary; rich in its deposits of building stone and in its vast deposits of peat; rich in its manufacturing villages and in the fertility of its soil, the settled portion, for the area covered, being considered one of the most productive sections in central Maine.

WALDO COUNTY.

Waldo may be taken as a typical agricultural county. It has a small amount of manufacturing when compared with some other counties, and has no large towns. According to the last

census, outside of the city of Belfast which had a population of 4,615, there were only four towns which contained as many as 1,000 inhabitants, the average for the twenty-five towns being 783. The county lost 14,263 in population between 1860 and 1900 to which every municipality contributed its share. Not only have the interior towns fallen off heavily in population like all other purely agricultural sections in New England, but by the decline of ship building, the fisheries and the foreign carrying trade, the coast towns were hard hit in their former industries, and but little new business has come in to take the place of that which was lost.

Taken as a whole, Waldo has more acres included in farms in proportion to the total land area than any other county in Maine, and while some sections of Aroostook may surpass it in the fertility of the soil there is probably no other section of equal size in the State better adapted to general farming, and the variety of farm products that may be profitably cultivated has a much wider range than in the northern parts of the State. The soil, when thoroughly tilled and well fertilized, responds bountifully in potatoes, field corn, sweet corn, all kinds of grain, vegetables, orchard products and small fruits. It is a good grazing section and dairying is one of the important branches of agriculture.

The transportation facilities are very good. Penobscot river and bay skirt the eastern border of the county, where connection may be had by steamers with Boston and all points along the coast; the Bangor and Aroostook Railroad passes through the eastern tier of towns, making a seaport both at Stockton Springs and Searsport; the main trunk line of the Maine Central Railroad touches the northwest corner of the county at Burnham, and from this point a branch of the same road crosses the county in a southeasterly direction, terminating at Belfast harbor. With the exception of four or five towns in the southwesterly side of the county all points are within easy reach of railroad stations.

Within the past five years about fifty farms have been sold in the county to parties coming from other states, and twenty-five to Aroostook parties, while several other Aroostook men have rented farms here and are making a specialty of potato raising as a leading line of farming.

The price of farms varies in different sections of the county, being governed largely by their distance from a shipping point, the quality of the soil, amount of standing wood and timber, extent and condition of orchard and value of the buildings, as well as by the acreage of the farm. In favorable situations the price has materially increased within ten years, yet there are farms that can be purchased at a price that would not replace the buildings at the present cost of building material and labor. We here give some recent sales.

Probably the highest price ever paid for a farm in the county was \$9,000. This place contains 600 acres of land, numerous large fields and pastures of excellent soil, extensive tracts of timber and wood, and large and commodious buildings. The owner of this farm makes dairying, potato culture and sheep husbandry his leading lines of farming.

A farm of 225 acres two miles from a railroad station, 80 acres of field cleared of rocks, with large house having slated roof, stable and two barns, all in good repair, running water in the buildings, abundance of wood, 100 thousand feet of standing hemlock timber within 100 rods of a saw mill, sold for \$3,300. A farm of 70 acres, four and one-half miles from a station, cuts about fifteen tons of hay, good buildings, sold for \$750. Another farm of 65 acres, 20 acres in field, cuts fifteen tons of hay, good house and ordinary barn, sold for \$900.

A farm of 170 acres, 75 acres in field, six miles from station, two story house well finished, good barn, running water in buildings, wood for home use, sold two years ago for \$1,000. The owner has added 50 acres making a farm of 220 acres and is offering it for \$3,000. Another farm of 200 acres, 50 acres in potatoes the present year, good set of buildings, which was bought a few years ago for \$3,000, is now offered for \$5,000. Another farm of 100 acres, buildings good for \$800 insurance, about two miles from a station, was bought a year ago for \$1,100.

A rocky orchard farm of 85 acres, with 300 grafted apple trees from five to twenty years old, fair buildings, sold for \$1,000. Another farm of 150 acres, with 1,100 cords standing wood, good buildings, one horse, ten head of cattle and all farming tools and fixtures included, recently sold for \$3,000. The

above mentioned sales were of farms in Unity, Thorndike, Knox and vicinity.

In Winterport several farms of from 100 to 150 acres, with good buildings, have been sold at prices around \$3,000. This is a section where orcharding is given much attention and where it is claimed that the apple crop, for the labor and expense bestowed upon it, will give double the average net income of that of the potato crop.

In Searsport a farm of 130 acres, badly run out, fair buildings, was recently sold for less than \$1,000.

In Waldo a farm of 125 acres, one-half mile from the station, with convenient and practically new buildings, is offered for \$1,500.

There is some complaint about the scarcity of farm help just at the time when most needed. The only especial demand for this class of laborers is through haying and harvesting. There is generally not much trouble in getting help by the year or by the season, though some hire through employment agencies at Bangor. As a rule most men in the county are busy at some kinds of work and so there is but a small surplus to draw from when potato and apple picking time comes, but generally the crops get harvested though in some cases the work is delayed quite late in the season. When the work gets very pressing the women and girls assist in saving the crops.

Farm wages by the season run generally from \$25.00 to \$28.00 per month and board, though the extremes may be from \$20.00 to \$32.00, depending largely on the earning capacity of the individual. Wages by the day are from \$1.75 to \$2.00 and board, though in the rush of harvesting they may go as high as \$2.50.

While there are yet in the county quite a large number of what has been termed abandoned or unoccupied farms, the number is rapidly decreasing. The tendency here for years has been, perhaps as strong as in any other section of the country, for the young people to leave the farm for the factory and shop or to engage in the various pursuits which the city or large town offers, and as the old people, left alone, were unable to properly cultivate their fields, the farms deteriorated, and when their occupants passed away they were left to grow to bushes, and the weeds and brambles around the decaying buildings have

too often told the pathetic tale of the passing of a once happy home.

The cause of loss in population in our agricultural towns has been, in part at least, a natural one, and not wholly due to the unrest of the young people in their desire to make a home in the city. Under conditions as they existed from 50 to 100 years ago, before the advent of farm machinery and when farm tools were of a very crude sort, a newly settled town would support a much larger population than in after years. There were hundreds of thousands of dollars worth of standing timber to be wrought into shingles, clapboards and long lumber, the cutting and hauling and the manufacture of which gave almost constant employment to a large number of hands. There was hemlock bark to be peeled and local tanneries where leather was made, and shoemakers who manufactured the leather into boots and shoes. There were mills for carding wool, for practically every family spun and wove their own cloth and made their own clothing and bedding. There were cooper shops, for tubs, buckets, etc., were then made locally; potteries for the manufacture of brown earthen ware; small establishments where potash was made from wood ashes which was collected from house to house, and shops where wooden ware was turned.

Then again the area of burned land that could be devoted to farm crops was many times greater than could later be cultivated under the plow; and while the former was limited only by the capacity of the farmer and his sons to clear the land, as the crops required no fertilizer or cultivation, the latter was limited to the few acres that could be fertilized from the barn yard, as that was before commercial fertilizers came into use. So when the lumber was cut off, the land cleared, and factory made goods began to be imported, many lost their occupation and must needs go elsewhere for employment.

In recent years the tide is setting more strongly than formerly to the farm and more of our young men are remaining at home to till the soil. There are abundant reasons for this change. Although farming is hard and exacting work, yet it is not the drudgery that it was fifty years ago. Then everything had to be done by hand, while now the planting, the hoeing, the haying and the harvesting are practically all done by machinery and the faithful horse carries the heavy burden that formerly rested

on the shoulders of the farmer and his sons. The improved facilities for the shipment of freight so that products may be readily sent to market, rural free delivery which keeps him in daily touch with the rest of the world, the grange which has effectually broken up the monotony of farm life, and the remunerative prices that have prevailed in recent years, have all had their share in making the farmer contented with his lot and proved to his sons that there is something more than a bare living on the farm.

In the various towns of Waldo county, many of these neglected places have been bought by adjoining owners, thus, by increasing their acreage, enabling them to enlarge their herds and increase the orchard and field products of their farms. In other cases they have been reoccupied by new owners, the buildings repaired and the fields reclaimed. Yet there are other places capable of making good farms still lying idle that could undoubtedly be bought at reasonable prices. Not all the abandoned places are capable of making good farms. Some of the lands are steep and rocky and are more fit for timber growth than for agriculture. While some are well situated near convenient lines of transportation, others are more remote and on cross roads. Some lie singly, scattered among well cultivated farms, while others are in groups or blocks of a thousand acres or more.

As before indicated, quite a number of Aroostook parties have purchased or leased farms in Waldo county. They are practically all located within easy reach of transportation lines. While admitting that a portion of the county of Aroostook is the greatest potato producing section in this part of the country, they claim that the price of farm lands there has increased to a point beyond the reach of a poor man, and a further claim is that full as many potatoes per acre can be produced in Waldo as in Aroostook, though at a somewhat increased cost on account of the smaller size of the fields that can be cultivated, yet there are farmers in Waldo county that are producing potatoes at a cost below 50 cents per barrel. Some fields of from eight to twelve acres have the present year an average of 400 bushels per acre and some single acres have turned out 480 bushels.

The three leading lines of agriculture in this county are dairying, potato culture and orcharding, though there are other lines not so extensively carried on, such as the raising of sheep, poultry, hogs and beef cattle, market gardening, the production of sweet corn and small fruits. The raising of hay, silo corn and grain are mostly incidental to the dairy business.

Dairying is perhaps the most important agricultural industry in the county. There are eight creameries, fairly well scattered over the county, whose teams gather milk and cream over a large territory, which is either shipped direct to Boston or made into butter. Many of the farmers have silos in which not only the sweet corn fodder is stored but also large quantities of yellow corn which is harvested when the earlier ears begin to harden. This ensilage is considered the most economical feed for milch cows that can be produced.

In some sections butter is made on the farm which entails considerable extra hard work on the woman of the house. Butter is always in demand at a good price, and whether the product of the cow is sold by the farmer as milk, cream or butter, dairying is considered in this section a profitable business, though some who formerly kept large herds of cows are now devoting their energies principally to potato culture.

In towns along the lines of transportation the production of potatoes has rapidly increased in recent years and the results have been satisfactory. The quality is of the best and the yield under fair treatment is abundant, but as the distance from a shipping point increases, the acreage devoted to this crop decreases on account of the added cost of carting to the stations.

One place was noted which had been recently purchased by a man who was running a small dairy farm nearby. The place was badly run out, the fields having been mowed until practically nothing but coarse weeds would grow. On such a piece of land broken last year he was harvesting from an 8-acre field about 175 bushels of sound potatoes to the acre, a very light crop for Maine to be sure but all that could reasonably be expected from a soil which seemed to be entirely exhausted, yet it was double the average per acre for the whole country.

In the northeastern section of the county, in the towns of Jackson, Monroe and Winterport, as well as the adjoining towns in Penobscot county, special attention is given to orcharding.

The trees are intelligently cared for, sprayed to destroy insects, and the land well fertilized, and the result was shown the present year in well loaded trees with good sized, smooth, high-colored fruit; while in the larger part of the State the crop was very meager.

Sheep husbandry is popular with many of the farmers of Waldo county, who claim that a flock of good sheep pays a larger percentage of net profit than any stock kept on the farm. Flocks of from 50 to 75 are by no means rare. Other farmers go somewhat into the raising of hogs. One herd of a dozen head, mostly breeding sows, the owner proposed, as was his usual custom, to winter chiefly on ensilage, mangel wurtzel beets and carrots.

In the coast towns poultry is raised quite extensively for the market, the Boston line of steamers affording excellent shipping facilities. Considerable is also done in this section in the line of market gardening, Belfast and Searsport as business centers, and the summer resorts at Northport and Islesboro furnishing very good markets. There are at the present time three canneries in the county, and in their vicinity large quantities of sweet corn are raised.

The quarrying and cutting of granite are quite extensively carried on in Frankfort, and small quarries are worked somewhat in other towns. Belfast is the most important manufacturing center, the products consisting of shoes, machinery, clothing, builders' finish, vessels and boats, cigars, etc.

Taking everything into consideration—the reasonable prices at which farms may be purchased, the fertility of the soil, its adaptability to apple culture and the wide range of field crops that may be profitably cultivated, the growing popularity of its coast line as a summer resort thus creating a local market for produce, and its transportation facilities both by land and water—Waldo is a good county in which to locate for a man who wants to make farming a business or to find steady employment as a farm hand.

It is safe to say that there are very few, if any, farms in the county that are worked to their full capacity, although there are many good farms and good farmers. There is certainly room for a much larger agricultural population than exists at the present time.

SYNOPSIS.

In reviewing the facts as ascertained, it is to be noted that, while agricultural conditions are very similar in the central and southern counties, there is a wide difference between these and the northern section of the State covered by the settled part of Aroostook. In Aroostook county the staple crops are potatoes, grain and hay, with comparatively little done in other lines. Corn will not mature, and the apple, while doing well in a few of the towns, is not a success in the county at large. In this section desirable farm lands are held at from \$50 to \$100 per acre, but the farms are easily worked and very fertile, and the average profits from operation will warrant the investment of a much larger amount of capital than in the same acreage in most other parts of the State. Of course there are localities in the county where lands may be bought at a low price, but the income from such places, either from poor quality of the soil or conditions rendering very expensive their cultivation, or else their distance from a shipping point, would no doubt be correspondingly small.

The conditions in Somerset and Waldo, the other counties visited, differ from Aroostook in two essential particulars, namely: in the much lower price at which good farms may be purchased, and in the wider range of crops that may be cultivated; and besides, these counties are more favorably situated as to cost of transporting farm products to market.

To the man who wishes to engage in farming, the opening is as favorable in Maine as in any section of the country, conditioned of course on the amount of capital he has to invest. He can buy a farm with buildings for \$500 or for \$50,000 and get the value of his money in either case. Farming has been a hard business and it is no wonder that the young people have left it for more congenial and perhaps a more remunerative occupation; but conditions have been reversed. The invention of farm machinery, the introduction of commercial fertilizers, the extension of means of transportation, and the high prices and ready sale of everything the farmer can produce has put the business in a condition which not only affords him a living but ensures a good margin of profit above all expenses.

To the man seeking employment as a farm laborer the State offers many advantages. Farm hands are always in demand

provided they are efficient, but Maine farmers have no use for the indolent or the imbibor of intoxicating drinks. In addition to wages the farm laborer is furnished board and lodging and practically enjoys all the privileges of the home. In case work is slack in winter there is not much trouble in any part of the State in getting work at wood chopping, cutting lumber, teaming or some other of the various kinds of work that are carried on to advantage through the winter season, on as favorable terms as on the farm; so that the prudent young man may, in a few years, accumulate enough to purchase a small farm and thus own a home of his own, which, by careful cultivation, will afford him a living. It is evident that there is no state in the Union where this result can be so readily attained as in Maine.

To be sure Aroostook is a remarkably rich agricultural county. In 1900 this department was informed by the director of the United States census that there was but one county in the entire country, the value of the agricultural products of which exceeded that of Aroostook county, Maine. The other two counties visited are no more than an average of all the other counties in the State, in any of which good opportunities are open both to the farmer and farm laborer who have a practical knowledge of their callings and are willing to work.



Potato farm of W. R. Bowles, Caribou, Aroostook county, Maine.

MINERAL RESOURCES OF MAINE.

In compliance with the law, we have gathered information in regard to the mineral resources of the State, but have decided to give only a general write-up the present year and to go more into detail in a future report. The law also contemplates the collection and arrangement of a cabinet of minerals at the State capitol, and doubtless when the work of rebuilding the State House has been completed, accommodations will be provided for such a cabinet, but until this is done it is useless to attempt to make the collection of minerals, as under present conditions there is no place to store them.

GRANITE.

Perhaps the most valuable of our minerals is granite. It is found at many points along the entire sea coast, upon numerous islands, and extends well into the interior, so it is found in every county in the State. Whole districts are underlaid with it and many of our mountains seem to be built up with layer upon layer of this valuable building stone. As to the available quantity, Maine has the world's supply for all the coming ages.

The report of this department for 1902 contained an article describing at length our granite resources and giving a list of the different quarries then being worked. In 1905 the value of the output of Maine granite was \$2,713,795. The industry gives employment to about 3,500 men on the average.

LIME.

Limestone has been found widely scattered over the State, but the quarrying and burning of lime has been confined principally to the towns of Camden, Rockland, Rockport, Thomaston and Warren in Knox county, although small quantities have at times been manufactured in other sections. Accord-

ing to the census of manufactures of 1905, the capital invested in the lime business in Maine was \$1,927,003; the number of men employed, 663; total wages paid, \$296,687; value of product, \$1,173,500. Next to granite, lime is the most important mineral product of the State.

SLATE.

The work of quarrying and manufacturing roofing slate in Maine was commenced August 19, 1844, at Brownville, and the work has been carried on continuously since. There is a great belt of slate extending from Kennebec river at Caratunk nearly to Penobscot river, a distance of eighty miles. Quarries have been opened and operated on this belt at Brownville, Blanchard, Monson, Williamsburg and several other places in Piscataquis county, but the quarries now in operation are confined to the towns named, and the quality of the slate produced is equal to any in the world. The veins crop out in nearly every township along this belt, and it has been found at various points further north.

CLAY.

For many years brickmaking has been extensively carried on in Maine, and in earlier times large quantities were shipped to Boston and other seaport cities. Plastic blue clay suitable for their manufacture, and generally sand in the vicinity, are found in abundance along the coast and in the river valleys of the State, so that as far as the raw material is concerned their manufacture may be indefinitely expanded. Drain tile is also manufactured quite extensively. The total value of brick and tile manufactured in the State in 1905 was \$420,111.

FELDSPAR.

Feldspar has been found in Topsham, Auburn, Hebron, Perry, Phippsburg, Rumford, Paris and other towns. In Topsham a quarry has been operated for about forty years and large quantities have been ground and shipped to New Jersey where it enters into the manufacture of pottery. It is also quarried in Auburn, Georgetown and perhaps to some extent in other places. Early in December of the present year there appeared a newspaper account of the uncovering of a very rich deposit of feldspar in the town of Hebron.

IRON.

Iron ore exists in Maine in large quantities, the varieties being hermatite, magnetic and bog ore. A large bed of red hermatite occurs in Wade plantation in Aroostook county, sufficient, it is calculated, to produce 100,000 tons of iron. There are beds of magnetic iron ore on Mount Desert and some of the adjacent islands, also in the town of Buckfield.

An immense bed of bog iron ore occurs in the town of New Limerick, Aroostook county, and at Katahdin Iron Works in Piscataquis county. At the latter place charcoal iron was manufactured for about thirty years but work was finally suspended in 1888. Earlier in the history of the State iron was manufactured from bog ore in the town of Newfield, York county. Extensive deposits are found in Shapleigh, Argyle, Clinton, Williamsburg, Bluehill, Lebanon, Union, Canton, Paris, Saco and Thomaston, while smaller deposits are found in Bristol, Bucksport, Dixfield, Dover, Farmington, Greenwood, Jay, Liberty, Rumford and Winslow.

The above named localities are the principal points where iron ore has been found, but whether it will ever again be profitable to work these deposits and manufacture pig iron in our State is a question for capitalists to consider and decide. The ore is here in abundance and railroads now run very near the richest deposits.

LEAD.

The richest lead mine, so far as known, is in the town of Lubec, Washington county. This mine has been worked considerably and many tons of ore have been taken from it. In some of the veins there is quite a percentage of zinc combined with the lead. Galena, the principal ore of lead, is found in Bluehill, Cherryfield, Dexter, Eastport, Marion, Parsonsfield, Scarboro, Thomaston, Topsham, Warren and several other towns.

Some of these deposits are rich in lead and are very favorably situated in regard to accessibility and the ease with which they might be worked. Any marked increase in the price of that metal would cause those interested in mining to investigate the lead mines of Maine. In this connection it may be said that nearly all of our lead mines contain silver to some extent and some of them have been worked for silver, rather than lead.

COPPER.

The richest copper belt in Maine is in the town of Bluehill, Hancock county, and is four miles long and half a mile wide. The richest copper ore seems to be confined to a soft granular quartzite. The whole deposit is clearly stratified and appears to be an immense fissure vein, the whole mass of which is impregnated with cupriferous ores. In the "mining" days of 1879 and 1880 large quantities of copper ore were taken from the Bluehill mines and shipped away to be smelted.

A copper belt is situated in the town of Marion, Washington county. At West Quoddy Head in Lubec, there is a vein of lead and copper, and at Cutler there are veins of lead, copper and zinc. Copper has also been found in Kossuth township near Carroll and in several other towns in the State.

TIN.

Tin has been found in one or two localities in Maine. A mass of tin ore weighing five pounds was found many years ago at Mount Mica in the town of Paris. Professor Hitchcock thought that at some time tin ore would be found in paying quantities in the hills of Oxford county. In Bluehill the mineral wolfram occurs in granite. This, in the English mines, is considered an indication of tin.

On the wild lands in the southeastern part of Hancock county, at a locality known as Catherine hill on the shore of Great Tunk pond, there was reported early in the present year the discovery of a hitherto unknown metal which has been named holmanite. This metal is said to be natural tin in alloy with bismuth, and is found in sheet and ingot formation. Nothing further has been heard from the matter and it is uncertain whether there is a sufficient quantity to make it of any commercial value.

GOLD AND SILVER.

There is an extensive tract in the northwestern part of the State, in which free gold has been found. It has been obtained in small quantities on Sandy river at various localities between its source and New Sharon, on Swift river in Oxford county, especially in the town of Byron, and in several localities near the head waters of Saint John river. It has also been found

in other and widely scattered sections of the State, in Corinna in Penobscot county, Skowhegan and Saint Albans in Somerset county, Cherryfield, Columbia and Harrington in Washington county, and Saco and Waterboro in York county.

Some of the ores in the State are auriferous, notably those found at Bluehill. It has been reported that both gold and silver have been traced in the quartz and slate rocks in the vicinity of Rockland. Specimens of ore from the vicinity of Indian Hermit mineral spring, in the town of Wells, are said to contain gold, silver and copper.

In 1907 this office received an official report from the town of Concord, stating that a silver mine had been opened in the west part of that town and that machinery for working the same was being installed, but the mine is not in operation at the present time.

NICKEL.

In the vicinity of Rumford a nickel mine is being developed, where a small crew has been at work for two years or more, and according to reports from the mine the prospect is good for the success of the undertaking.

TOURMALINES AND OTHER GEMS.

Tourmalines and other gems have been found in many Maine towns, but Paris in Oxford county has undoubtedly furnished more than any other locality. From Mount Mica in that town gems to the value of over \$50,000 have been taken, and Mount Apatite in Auburn has produced many thousands more. Besides tourmalines which are the most important of Maine gems, some remarkable specimens of beryl have been found in Auburn, Stoneham and Topsham, and the best topaz crystals of the eastern states as well as beryllonite which is found in no other locality in the world, have been secured in Stoneham. Smoky quartz is found in Auburn, rose quartz in Paris, and purple quartz or amethyst in Stow. Garnets have been found in Raymond, Phippsburg, Hebron and Minot, and other varieties of gems in various parts of the State.

MICA.

Mica has been mined to some extent in the State. It is found in Paris, Peru, Rumford, Bethel and other towns.

TRIPOLI OR INFUSORIAL EARTH.

There are beds of tripoli in Bluehill which were worked for a brief time in 1901.

MOLYBDENITE.

Molybdenite is found in Bluehill, Belfast, Bowdoinham, Brunswick, Cooper, Norway, Sanford and Topsham, but the most extensive deposit, so far as known, is in Cooper, Washington county. Considerable money has been expended in developing this property, but the mines are not now in operation.

MARL.

Two substances are commonly called marl, one of calcareous origin, the other of siliceous origin. There is a large bed of marl near Ambajejus lake, north of the west branch of Penobscot river. It extends to Millinocket lake where the marl appears again. It is also found near Presque Isle and, in an impure state, in Saint Albans.

Over the bottom of Chalk pond, in the town of Beddington, Washington county, siliceous marl has accumulated to a depth of several feet. A company was formed and a plant erected for preparing it for market, which was operated for several years but was finally destroyed by fire. Siliceous marl is also found in Calais, Limerick and Newfield.

PEAT.

The present year a report has been issued through the government printing office in Washington on peat deposits of Maine. The investigations and field studies were made by experts in the employ of the United States Geological Survey, the expenses being shared equally by the Federal Survey and the Maine State Survey Commission. In a summary the report says:

"The field tests and analyses recorded in this report show that Maine possesses immense resources of peat of excellent quality for fuel and other purposes. In the southern and eastern parts of the State deposits of good quality are most abundant in Androscoggin, Kennebec, and Penobscot counties, and especially in Washington county. In the northern part of the State tests were made only in Aroostook county along the

Bangor and Aroostook Railroad. Peat resources as great as or greater than those of southern Maine undoubtedly are to be found in the forested lake districts of the northern part of the State. Their utilization is so remote that testing them for the purpose of this report was not warranted, but they must be given due consideration in estimating the total peat resources of the State. These resources, except for a single experimental plant near Lewiston, are at present undeveloped.

"The area of peat land actually tested in preparing this report is estimated at 25 square miles. The average depth of the peat is about 10 feet. It is calculated that the bogs tested are capable of yielding at least 34,000,000 short tons of air-dried machine peat, which, at \$3.00 a ton, would represent a value of more than a hundred million dollars. It is probable that the deposits tested form only one-tenth to one-fifth of the total peat resources of the State.

"In most of the bogs which show any considerable amount of peat, the material is sufficiently decayed for use as a fuel, but in a few places, as in locality 3, south of No Name pond, in Lewiston, and at locality 21, at the northeast end of Great pond, in Belgrade, the peat is in the main not well decayed and is so fibrous that it is better suited for such uses as the manufacture of paper, moss litter, etc., than for fuel.

"In other bogs, as at localities 12 (Cape Elizabeth), 2 (the Farwell bog, Lewiston), 23 (Oakland), and 36 (Etna), the peat is mainly well decayed and not notably fibrous, being therefore not available for the uses in which a fiber is desired; it will probably find its main use as peat fuel. In still other bogs, at localities 25 (the Great Sidney bog), 41 (east of Pushaw lake, in Old Town), 46 (Pittsfield), and 63 (Vanceboro), both fibrous and well-decayed peat occur in different sections of the bog and at different depths."

GEM MINING IN MAINE.

As indicated in the previous article, tourmalines and other valuable gems are found in many places in Maine, but the section richest in these gem deposits lies between the city of Auburn in Androscoggin county and the town of Newry in Oxford county, and covers a territory seventy miles in length by about fifteen miles in breadth. We make the following extracts from a recent number of the Mining and Engineering Journal, from a very exhaustive article contributed by Mr. W. R. Wade, one of the best informed mineralogists in the country, on the gems of Maine, as follows:

MINING TOURMALINES IN AUBURN.

The Maine Tourmaline Company's mine at Auburn is situated three miles from the railroad, on the southwestern side of Mount Apatite. An electric car line from Lewiston to Mechanic Falls passes within one-half mile of the workings. The pegmatite outcrops in a meadow and a gentle hill slopes back from the vein to the northeast. The outcrop is a low bluff 5 to 10 feet high. The dip is 7 degrees to the northeast and the strike is north 50 degrees west (magnetic). Both foot- and hanging-wall are brown mica schists. Two trap dikes, from 4 to 6 feet wide, standing vertically and striking northeast, cut the vein but have had no effect on the deposit. The upper graphic granite is 4 to 6 feet thick, the "mineral sheet" is from 2 to 5 feet thick and the feldspar zone below it is about 2 feet thick on the average. The lower biotite graphic granite is about 8 feet thick. All mining, however, stops at the upper edge of this zone at the garnet streak.

The mine is worked by three open cuts, the largest of which is 30 x 50 feet with a depth of 14 feet. The rock is broken as follows: A row of 10 to 14 holes from 6 to 10 feet deep is drilled with a steam drill in the mica schist and graphic granite,

and fired by electricity, using 40 per cent dynamite. This exposes the "mineral sheet" which is taken out carefully with 2- to 4-foot holes loaded very lightly and fired singly by fuses. In case a pocket is approached great care is taken not to place a hole too near where it is supposed to be. The rock next the pocket is removed with a pick or moil.

APPROACHING A GEM POCKET.

The miner knows when he is nearing a pocket by the following changes in the "mineral sheet." First, the albite changes to cleavelandite. Next, a very curious rock composed of quartz and black tourmaline having the structure of graphic granite is encountered. The tourmaline crystals are all parallel plates or lenses and seem to have been stretched while cooling if they were formed from a fluid magma. They are so close to the pocket, however, and the quartz appears so very much as if it were water deposited, that it is likely that both the quartz and tourmaline crystalized from hot acid aqueous vapor and that the surrounding crystallo-graphic relations were such that the tourmaline was forced to crystalize in one plane.

After the black tourmaline and quartz, lepidolite makes its appearance and runs to the pocket. There is often standing over the pocket large plates of muscovite with radial opaque pink or green tourmaline crystals intergrown between the mica plates. The muscovite often changes on its lower edge to lepidolite when the plates extend into the top of the pocket. Sometimes this lepidolite border will go all around the muscovite plate. I observed one diamond-shaped muscovite plate a foot across with a 4-inch rim of lepidolite around it.

Quartz of a smokey hue is generally associated with the large mica plates. The upper half of the cavity itself is generally quartz, mica and cleavelandite, the lower half being a porous decayed potash feldspar. The quartz, mica and cleavelandite growing into the top of the pocket are all beautifully crystalized. Pink and green tourmaline crystals are often grown into these quartz points. Most of the gems, however, lie in the mud or clay which partly fills the lower half of the pocket. Though many crystals are broken or badly flawed, others are perfect.

Many of the pockets contain no gems or apatite and are locally called "dead pockets." When an excessive amount of lepidolite occurs around a pocket it will be found to contain apatite with little or no gem tourmalines. It seems as if all the lithia was consumed by the mica and none left for the gems. In fact black tourmaline in small crystals is sometimes found in these pockets, which would beyond doubt have become gem or lithia tourmaline could they have secured the lithia.

BARREN POCKETS.

The quartz crystals in the gem or apatite pockets are always coated by a thin secondary growth of minute quartz crystals. The quartz crystals of the "dead pockets" have no such coating. This would seem to indicate that the quartz crystals formed first. Then vapors of silicon fluorides as perhaps the tetrafluoride, and similar vapors and compounds of boron, entered the pocket and meeting superheated steam, were oxidized to silicon oxide, freeing hydrofluoric and boric acids. These acids attacked the feldspar at the lower part of the pocket and with the lithia, which was present or came with the vapors, formed the complex boro-silicate of alumina and lithia which is gem tourmaline. The latter contains 1.59 per cent lithia and 0.29 per cent fluorine, while the black tourmaline contains but a trace of lithia and no fluorine. Also the black tourmaline contains much less alumina and makes up this deficiency by increasing the ferrous oxide from 0.26 per cent to 14.28 per cent.

In the "dead pockets" the fluoride and boride vapors of silicon never entered and tourmaline was not formed. They are apparently nothing but dead steam cavities, with only bright white or smoky quartz crystals projecting into them from the "mineral sheet" above, and have no secondary coating. The feldspar at the bottom of these pockets does not show the porous structure and decay of that of the gem pockets.

There is another kind of pocket in which the quartz crystals are coated with the secondary growth, but the tourmalines will be mostly altered to cookeite mica, only small portions of large crystals remaining. These cookeite pockets are generally dry or bony, that is, little if any wet mud or clay is present, dry hard cookeite mica taking its place.

A curious thing has been noted at this mine in connection with the gem beryls. A beryl crystal having a black tourmaline crystal next to it or growing into it, is always clearer and of a deep aquamarine blue and cuts better gems than a beryl crystal not so accompanied. The feldspar from the third zone and all mica whether scrap or plate mica, are saved for market at this mine.

The Maine Tourmaline Company's mine yields principally pink and green tourmaline, the deep red shades not being abundant. Some very beautiful deep green stones of good size have been recovered. In 1904 a series of pockets yielding handsome dark blue tourmalines of nearly an oriental sapphire shade, were opened in pit No. 2. The green tourmalines from the Maine deposits are superior in color and brilliancy, especially at night, to those found in Brazil or California, and when properly cut are exceedingly beautiful gems.

The cost of mining per ton of rock removed for the years 1904 and 1905 was as follows:

Labor, 28.3 cents; fuel, 2.3; explosives, 5.9; repairs, renewals, oil, etc., 0.4; total, 36.9. This does not include superintendence or office expenses.

OTHER MINES.

The Pulsifer mine is on the same vein as the Maine Tourmaline Company's property at Mount Apatite. It was opened in 1901, or 1902, and has only been worked in a small way by an open cut about 15 feet long and 10 feet wide. This property produced a notable pocket of clear, transparent, purple apatite crystals, of which there were nearly 3,000 in the pocket counting all sizes, the largest of which were about 2 inches in length. A large part of this find was purchased by Harvard University and is now in their museum. The occurrence of the tourmaline is the same in this mine as in the mine previously described. The predominating shades are pink and green, and many fine crystals have been taken from this small excavation.

For the last two years the John S. Towne lease has been sublet to the Maine Feldspar Company which did the mining, using a steam drill and derrick to handle the waste, paying a royalty on the feldspar and leaving the gems to Mr. Towne. Green tourmaline of a value of about \$1,500 was recovered during the

summer of 1907. The deposit is a continuation of the Maine Tourmaline Company's vein, but the dike is much thicker here and contains a greater amount of feldspar. The property is in the class between the straight feldspar mines and the straight gem mines.

The Hatch mine was opened in 1882, near the top of Mount Apatite, on the southeastern slope. The property has been worked spasmodically since. The principal product has been feldspar, the only tourmaline coming from a small open cut where the mine was first opened. The general character of the ledge is similar to those already described except that the dike is very thick. The hanging wall has been eroded away and the foot wall is not exposed to view.

THE BERRY MINE.

The Berry mine, strictly speaking, is not a gem mine, its main product being feldspar. It is situated about two miles south from Mount Apatite. Here cleavelandite is not common, the feldspar being mostly orthoclase. The pegmatite is of immense size and glacial drift hides the wall rocks. It is not possible to tell the shape, dip or strike of the deposit. Both pink and green tourmalines of gem quality are occasionally found. Some good gems have come from the mine, but gem material is not abundant enough to warrant working it as a gem property. Both apatite and herderite are found here. Gem pockets occur in the orthoclase with only a small amount of mica and quartz around them. Lepidolite is always present. The mine has been opened as a large quarry and hand drilling is used entirely.

In the township of Hebron, about 16 miles northwest of Mount Apatite, is the Merrill mine. The vein is 12 to 14 feet wide with mica schist walls. Very little work has been done here. The occurrence is similar to that at Mount Apatite. The deposit has produced some of the deepest red tourmalines I have seen.

The Mount Mica deposit was discovered in 1820 as already mentioned, and the locality is famous for the gems and minerals it has produced. Active mining began in 1880 and has been carried on ever since. Mount Mica is a low hill in the township of Paris, Maine, and is 26 miles from Mount Apatite. The

pegmatite here is about 20 feet thick, lying nearly flat between brown mica schist walls. Graphic granite exists next both walls, with the "mineral sheet" and feldspar zone between as at Mount Apatite. The mine is on the top of a gentle hill and is worked as a large open quarry about 200 feet long by 100 feet wide by 20 feet deep at the deepest point. Drilling is done by hand and the waste rock piled behind by a derrick as the quarry advances.

One pocket in this mine was of unusually large size, being 6 feet high, about 12 feet wide and 20 feet in length. As is generally the case with very large pockets it contained few gems. The medium sized pockets, 2 to 3 feet in diameter are the best producers.

THE NEWRY DISTRICT.

The International Paper Company owns a piece of land in Newry, near North Andover, Maine, on which tourmalines were found in 1902. The property seems to be fairly rich but due to the peculiar occurrence of the gems, they are difficult to recover. The pegmatite seems to be more or less uniform throughout and lithia minerals, especially triphylite, are abundant. The lepidolite does not segregate around pockets here, but comes sprinkled through the vein in small quantities. The gems occur in the solid rock just as a hornblende crystal would in granite, only of course not so abundantly. There are certain spots where the texture of the ledge is coarser and the better gems are found there.

The gem crystals are peculiar in themselves, for they nearly all consist of two crystals crossed obliquely. They are generally opaque and of a faint apple-green color on the outside with a beautiful, clear, red or green center. What the form of the deposit is I am unable to say as I obtained my description of the mine from Loring B. Merrill, manager of the Mount Mica mine. This Newry deposit is about 70 miles from Mount Apatite in a northwesterly direction and is on the end of a belt, as far as has been proved.

COURT DECISIONS IN DAMAGE SUITS.

We here introduce a number of decisions rendered by the supreme court of Maine in recent years. These decisions refer to suits brought by individuals to recover damages for injuries received while engaged in some industrial pursuit, and cover a variety of cases. It will be noted that the rulings affect both employer and employe and should disabuse the minds of those who have the impression that the decisions of the higher court are always in favor of the employer. There are, no doubt, a great many suits for damages instituted upon advice received from poor legal authority, and generally by people who can ill afford to bear the expense necessarily incurred. The case may be one that would appeal to the sense of justice and sympathetic feelings of the ordinary jury and from this source a favorable verdict is generally received, but when the case goes to the law court, which it often does when the verdict is for the plaintiff, all considerations are eliminated except the evidence and the law governing the case, and the decision is rendered accordingly. We feel sure that if these matters were more generally understood by the working people it would save many of them from expending their last dollar in an endeavor to recover damages when the chances are almost certain against them.

The legislature of 1909 passed an employer's liability law which is intended to relieve the employe from the "fellow servant" rule, and other principles which existed under the common law and which very often prevented a favorable decision being given in favor of the injured one, and it will be interesting to note what effect this new law will have upon decisions that will be given under its provisions.

The most important of these decisions, affecting as it does so many people, is the one given in the case of William Carrigan, Admr., vs. Cleaveland S. Stillwell, and refers to fire

escapes. The decision in this case was adverse to the plaintiff but it does not in any way effect or lessen the requirements of the law, and a careful analysis of the language of the court should bring to employers and owners of buildings who come under its provisions a realization of the risks they are taking in not supplying adequate means of escape in case of fire, and to municipal officers and boards of fire engineers the responsibility that rests upon them when they neglect to see that the provisions of the law are strictly enforced.

(91 Maine, page 268).

JOHN E. FICKETT *vs.* LISBON FALLS FIBRE COMPANY.

Androscoggin. Opinion January 22, 1898.

Negligence. Defective Machinery. Assuming Risk. Proximate and Remote Cause.

In an action brought by the servant against the master, for an injury received while employed in the service of the latter, if the plaintiff knew and appreciated the danger which was the cause of the injury, then he might be held to have voluntarily assumed the risk. But mere notice that there was some danger without appreciating the risk will not of itself preclude the plaintiff from recovering.

Disobedience of a rule, even if such rule is known and understood by the servant, must have contributed to the injury in order to preclude a plaintiff from recovering.

There must be a casual connection between the disobedience of the rule and the injury received.

In this case, the casual relation between the alleged contributory negligence of the plaintiff at the time of the accident in the disobedience of this rule, assuming that he had knowledge of it, and the injury received, was a question of fact submitted to the jury under instructions to which no exceptions have been presented to the court.

This casual connection, and whether such disobedience to the rule contributed to produce the injury, were questions of fact for the jury under appropriate instructions upon all the facts and circumstances of the case.

The contributory negligence of the injured party that will defeat a recovery, must have contributed as a proximate cause of the injury.

If it operated only as a remote cause, or afforded only an opportunity or occasion for the injury, or a mere condition of it, it affords no bar to the plaintiff's action.

ON MOTION BY DEFENDANT.

This was an action of tort in which the plaintiff alleged he was injured by defective machinery while employed by the defendant in its pulp-mill.

The case appears in the opinion.

H. W. Oakes, for plaintiff.

J. W. Symonds, D. W. Snow and C. S. Cook, for defendant.

SITTING: PETERS, C. J., FOSTER, HASKELL, WISWELL, STROUT, J. J. SAVAGE, J., did not sit.

FOSTER, J. The plaintiff recovered a verdict of \$2,037.50 for personal injuries received by him while in the defendant's employment. The defendant asks this court, upon motion in the usual form, to set that verdict aside.

The plaintiff's duty was to enter the blow-pits, after the pulp was cooked and blown into these pits from the digesters, and there by means of large hose wash down the pulp. It was in one of these blow-pits that the plaintiff received the injuries of which he complains.

In order to understand just how the plaintiff got hurt, it is necessary to state something of the process by which the pulp is manufactured.

The wood, which is cut into small chips, is placed in large digesters where it is cooked in steam and sulphurous acid from ten to eighteen hours. After being cooked, the pulp is discharged or blown out by means of a valve near the bottom of the digester, through a pipe seven inches in diameter and twenty-two feet in length, known as the blow-pipe, into the blow-pit. The pulp, mixed with hot water and acid, leaves the blow-pipe with great force and strikes an iron plate upon the side of the pit opposite the end of the pipe and is thus broken up and distributed throughout and over all parts of the pit. After being discharged into this the pulp remains until cool, about two hours being required for that purpose. Cold water is thrown upon the pulp as soon as discharged into the pit by means of sprinklers for the purpose of cooling and cleansing it of acid. After it is cooled sufficiently the pulp is washed by

the use of water, from the pit into the stuff chest below where it remains until needed for the next process.

The blow-pit in which the plaintiff was injured was a small room stoutly constructed of planks but large enough to hold two cooks of pulp. There was an entrance door in the side of the pit opening from the room in which the digester was located. Along the inside of the pit was a plank walk, about two feet wide, resting on brackets about four and a half feet from the floor of the pit, upon which the workmen stood while washing the pulp from the pit to the stuff chest. Upon and across this plank walk and about seven feet to the right of the entrance door was the iron blow-pipe. Just beyond the blow-pipe was a lever which was raised for the purpose of letting water into the pit after the pulp had sufficiently cooled, to aid in washing it into the stuff chest.

Upon the morning the plaintiff was injured, a bolt in the valve near the bottom of the digester that furnished the pulp for the pit in question was broken, allowing a portion of the valve to drop on one side a very little, and the effect of this was to permit the escape of steam through the blow-pipe into the blow-pit under a pressure of eighty pounds to the inch, which pressure continued until it was reduced by shutting off the steam from the digester. This injury to the valve also allowed the hot acid to flow into the pit, and as the evidence shows, a pool was formed under the end of the blow-pipe.

The plaintiff claims that, having no knowledge of any injury to the valve, and as was his duty, he entered the blow-pit in order to wash the pulp, and was proceeding along the plank walk to hoist the slide at the other end of it, and that when he reached the end of the blow-pipe he was, by force of the steam escaping from it, blown off into the hot pulp and acid, and thereby received severe scalds and burns upon his legs and arms.

The defense sets up negligence on the part of the plaintiff, and asserts that he went into the pit after standing by the valve, on his way to the pit, and learning that there was trouble with it; that when he went into the pit he disobeyed one of the rules of the defendant company in not shovelling off the pulp from the walk before commencing his work of washing; and

that he walked across the plank into the pulp in the blow-pit, then into the pool of acid, and so received his injuries.

But we do not feel, from a careful examination of all the evidence, that these contentions on the part of the defense are sustained. To be sure, there was more or less conflict in the evidence on these several positions, but we see no reason for saying the jury must have erred in deciding in favor of the plaintiff. From the plaintiff's statement it appears that on that morning he went to the mill about seven o'clock, rung in his registry, inquired what room he should go into and was told to go into No. 3, and then he went back, changed his clothes, took down the door to the blow-pit and went into it to do his work.

The evidence from the superintendent and another witness is that they were standing near the digester looking at the defective valve, when the plaintiff approached, and went into the pit. Without analyzing the testimony of the witnesses, we feel confident that the plaintiff had not, before entering the blow-pit, received such notice of any defect in the valve as would lead him to suppose that there was any unusual danger to be encountered in the blow-pit. He certainly did not appreciate it. The defense strenuously contends that he knew the valve was leaking, and that it was not safe to enter the blow-pit. Had the plaintiff known and appreciated the danger, then he might be held to have voluntarily assumed the risk. But the mere notice that there was some danger without appreciating the risk will not of itself preclude the plaintiff from recovering. *Mundle v. Hill Manufacturing Co.*, 86 Maine, 400. It is not claimed that any word of warning was given to the plaintiff by those standing near the defective valve as he came up and passed by into the blow-pit.

It is also urged that in the disobedience of one of the rules of the company by the plaintiff he cannot recover. The rule required that the plank-walk inside the blow-pit should be shovelled off, and the defense insists that had the plaintiff observed this rule, and stayed on the walk long enough to shovel it off, he would have avoided all danger. The plaintiff denies ever having any knowledge of this rule. But disobedience of a rule, even if such rule is known and understood, must have contributed to the injury in order to preclude a plaintiff from

recovering. There must be a casual connection between the disobedience of the rule and the injury received. *Ford v. Fitchburg Railroad Co.*, 110 Mass. 240; *Whittaker v. D. & H. C. Co.*, 126 N. Y. 544, 551. The casual relation between the alleged contributory negligence of the plaintiff at the time of the accident in the disobedience of this rule, even assuming that he had knowledge of it, and the injury received, was a question of fact submitted to the jury under instructions to which no exceptions have been presented to the court.

Assuming that the plaintiff had knowledge of the rule, and that there was a disobedience of it, and that in a certain sense it contributed to produce the accident, still it was a question for the jury, under appropriate instructions upon all the facts and circumstances of the case, whether it contributed to the accident in a legal sense so as to bar the plaintiff's recovery. The contributory negligence of the injured party that will defeat a recovery must have contributed as a proximate cause of the injury. "If it operated as a remote cause, or afforded only an opportunity or occasion for the injury, or a mere condition of it, it is no bar to the plaintiff's action." *Pollard v. Maine Central R. R. Co.*, 87 Maine, 51.

With the uncertainty as to whether this rule was ever known to the plaintiff, and whether it had any casual relation between its disobedience, if known, and the injury, we are not inclined to say that the jury have erred in their decision upon this question.

The other point in defense, that the plaintiff walked over the plank-walk into the pulp and pool of acid, and thus received his injuries through his own carelessness, was strongly controverted by the plaintiff, and with this conflicting evidence it became a question of fact peculiarly within the province of the jury to decide; and, as they have determined in favor of the plaintiff, we can not say they erred.

The jury have found that there was negligence on the part of the defendant, either with respect to the nature of the apparatus or the care of it, or in a failure to give proper warning of danger to the plaintiff which caused his injuries.

It is conceded that on the morning of the injury there was trouble with the valve of No. 3 digester, and that the attention of the general manager was called to its condition. Two bolts

had become broken, and this produced a small opening in the valve against which was a pressure of eighty pounds to the square inch, allowing steam and acid to pour through the valve, thence through the twenty-two foot pipe into the blow-pit where the plaintiff was injured.

It is conceded that the plaintiff was burned by this hot acid and steam which was forced through the break into the blow-pit. Had the pit been in its ordinary condition the plaintiff could not have been injured. The plaintiff contends that there was nothing unusual, to all appearances, when he entered the pit. But the defense claims that with the rush of steam through the blow-pipe with sufficient force to blow the plaintiff from the walk, there was sufficient to put him upon his guard, and that this fact is inconsistent with the plaintiff's statement that there was no unusual appearance on entering the pit. But here again the question of contributory negligence was one of pure fact for the jury. The evidence on these controverted points was more or less conflicting. The jury might well believe that the danger which the plaintiff encountered was known to the employer and not to the plaintiff,—that the general manager and vice-principal being present and having knowledge of the defective condition of the valve, owed a duty to the plaintiff of informing him of the danger he was likely to encounter in going into the pit. However this may be, it is evident that the defective condition of the valve was the cause of the plaintiff's injuries. It is not necessary to go into details in relation to the evidence bearing upon the different contentions of the parties. It is sufficient to say that upon the whole evidence we think the verdict ought not to be disturbed.

The damages, while quite large, are not so out of proportion to the injuries received as to require any modification by this court. The injuries received were very severe, rendering the plaintiff a cripple for life.

Upon careful investigation of the whole evidence, notwithstanding the very able and analytical argument of the counsel for the defendant, we feel that the jury were not governed in their decision by any such degree of bias, passion or prejudice as will warrant this court in setting their verdict aside.

Motion overruled.

(93 Maine, page 272).

GEORGE DEMERS vs. FRANK C. DEERING.

York. Opinion November 28, 1899.

Negligence. Risk Assumed. Fellow-servant.

In an action to recover damages for personal injuries, it appeared that the plaintiff was an employe of the defendant in his saw mill, and was injured by being thrown upon a trimming-saw which he was operating. The plaintiff was standing in such a position that he was struck by one end of a plank lying upon rolls, the other end of which had been accidentally caught by a piece of timber on the moving carriage of the circular or main saw. The movement of the carriage forced the plank against the plaintiff, who was standing in its path, and he was thereby pushed over onto the trimming-saw. The defendant gave no instructions to the plaintiff where to stand, and the plaintiff had worked at the saw in question only two hours before the accident.

The plaintiff contended that the defendant was in fault in not providing him with a suitable and safe place in which to do his work, that the appliances by which the trimming-saw was raised and lowered were improperly adjusted or negligently permitted to be out of order, so that the saw did not drop down as quickly as it should have done, and that the defendant should have warned the plaintiff of the danger.

Held; that the plaintiff was not standing in the place intended for workmen to stand in, while doing that work, and that the position of the various parts of the machinery and appliances was such as to plainly indicate to any person of ordinary intelligence where it was expected that a workman should stand; that if that place was dangerous, as claimed by the plaintiff, he might have refused to work there, but that he could not select another place, not intended by the employer, and if he did, he assumed the risks.

Also, held; that the place selected by the plaintiff was one of obvious danger, and that even if he had been directed by the defendant to stand in that place, and he had assented, he must be held to have assumed the risks, for they were not only naturally incident to the business, but were sufficiently obvious, without special instruction.

Also, held; that the injury was contributed to by the negligence of a fellow-servant whose duty it was to see that the plank was so placed upon the rolls that it could not be caught by the moving carriage; or by the negligence of another fellow-servant, the surveyor, whose duty it was not to run the carriage unless it was clear of the planks on the rolls; or by the negligence of both.

ON MOTION BY DEFENDANT.

This was an action on the case to recover damages for the loss of the plaintiff's leg, etc., while employed in the defendant's saw mill, in Biddeford, on the twenty-seventh day of September, 1897. The jury returned a verdict for the plaintiff, assessing the damages at \$1,450.

The writ contained two counts; one, in a general way, alleging that the plaintiff was injured through the bad arrangement of the defendant's machinery, whereby there was no suitable place in which the plaintiff could stand and do his work; and in the second count, specifying more definitely and in detail the nature and arrangement of the machinery and the particular parts of it that caused the injury,—alleging that the trimming-saw was not properly weighted, that it was so overweighted that it was too much counter-balanced, and it did not drop back quickly enough; also that the rotary saw and trimming-saw were placed too near each other.

The case is stated in the opinion.

F. W. Hovey, for plaintiff.

Counsel cited, among others, the following cases:

An employer is liable for an injury to an employe resulting in part from its failure to furnish reasonably safe machinery for his use, although the negligence of a fellow-servant contributed to the injury. *Hogue v. Sligo Furnace Co.*, 62 Mo. App. 491; *Shields v. Robbins*, 73 N. Y. 708.

The negligence of a fellow-servant who concurred with the negligence of the master in causing an injury to a servant, does not prevent him from recovering from the master. *Chicago & N. W. R. Co. v. Gillson*, 173 Ill. 264, (64 Am. St. Rep. 117.)

A person whose duty it was to keep the machinery in repair, is not a fellow-servant of the injured employe. *Shanny v. Androscoggin Mills*, 66 Maine, 426.

An unsuitableness of ways, works or machinery for the work intended to be done and actually done by means thereof, is a defect within the meaning of the Mass. Stat. 1887, c. 270, § 1, cl. 1, although they are perfect of their kind and in good repair and suitable for other kind of work. *Geloneck v. Dean Steam Pump Co.*, 165 Mass. 202.

An employer is liable for an injury to an employe caused by a defective condition of the appliances furnished, if he knew or by the exercise of due care might have known of the defect. *Whitney & S. Co. v. O'Rourke*, 172 Ill. 177.

A servant does not assume the unusual and extraordinary risk of which the master knew or which he should have known or foreseen. *Reed v. Stoskmeyer*, 74 Fed. Rep. 186.

An employe may rely upon the duty of the master to furnish safe appliances, and is not bound to investigate and test the fitness and safety of an appliance in the absence of notice that it is defective or unsafe. *Chicago & A. R. Co. v. Mavoney*, 67 Ill. App. 618.

A master is responsible for the maintenance of a dangerous condition of the place to which the servant is assigned to work where his attention was called to it and a proper inspection would have resulted in its discovery.

An employer is bound to furnish a safe place in which the servant, being himself in the exercise of due care, can perform his duty safely. *Cayzer v. Taylor*, 10 Gray, 274.

Whether it was possible for the plaintiff to have met with the accident from inadvertence, or want of acquaintance with the danger of his position, without being chargeable with a want of reasonable care, is a question to be submitted to the jury. *Coombs v. New Bedford Cordage Co.*, 102 Mass. 584. A servant knowing the facts, may be utterly ignorant of the risks. The employe must perceive or appreciate the danger in order to preclude the recovery. *Ib.*

Whether a circular saw should have a guard is a question for the jury. *Holmes v. Winchester*, 135 Mass. 298.

Where the master employs a servant in the use of machinery which he knows, but the servant does not know, to be attended with peculiar danger, he must be held responsible for an injury which occurs in consequence of his failure to see to it that a proper notice is given. *Holmes v. Winchester*, *supra*.

H. Fairfield and L. R. Moore, for defendant.

SITTING: PETERS, C. J., HASKELL, WISWELL, STROUT, SAVAGE, FOGLER, JJ.

SAVAGE, J. The plaintiff had been an employe in the defendant's steam saw-mill, for about two and one-half months prior to the time he received the injuries complained of. He had nearly all that time been at work in the same room where the accident occurred, but at a saw other than the one which he was operating when he was hurt, and which did the injury. On the morning of the accident, he was directed by the foreman of the defendant to work at the trimming-saw. His duties there were to receive the slabs and sawed lumber as they came to him over iron rolls from the main rotary saw, and with the trimming-saw cut the slabs into lengths, and butt or trim the lumber. The pieces of slabs were then thrown out of a door at the side of the mill, and the lumber passed on over the trimming-saw box and over other rolls out at the end of the mill. The saw carriage, set of rolls from the rotary to the trimming-saw box, and the trimming-saw box itself are all spoken of in the case with reference to a "right side" and a "left side," meaning the relative position of the various objects as they would appear to one looking from the rotary saw in the direction the saw carriage would be moving while lumber is being sawed, which would also be towards the trimming-saw box. The situation was such that the outermost timber of the saw carriage on the right hand side, when run down to the box, would touch, but not go by, the nearer left hand corner of the trimming-box. The set of iron rolls was on the right hand side of the rotary saw and saw carriage and extended at intervals to the trimming-box. The rolls were placed so near to the saw carriage that planks and other lumber after being sawed would naturally drop off onto them from the carriage. There was another servant of the defendant (Loroux, at the time in question,) whose duty it was to "clear" the rotary saw, that is, to see that the lumber fell or was taken from the carriage onto the rolls, and it was then his duty to push it along the rolls towards the trimming-saw box, to be taken there by the plaintiff. The trimming-saw box was about five feet square. Its top was about eighteen inches from the floor, and on a level with the top of the rolls. The upper edge of the trimming-saw when

not in use was below the top of the box. But when it was to be used, the operator, by pulling down on a rope which was attached to a combination of levers, rods and pulleys, lifted the saw partly above the level of the box. The rope stretched from lever to lever was about six and one-half feet from the floor, and was placed over the left hand side of the box. The door out of which slabs were thrown was about seven feet to the left of the box. The distance between the iron roll at the box and the next one towards the rotary was about three feet.

The man in charge of the trimming-saw operated it in this way. With his left hand he pulled down the rope and thus lifted the saw and held it up while in use. At the same time, with his right hand, he held or steadied the lumber on the rolls while it was being butted or trimmed. When the saw carriage was run down as far as it could be by the gear and pinion in use, the end of the right hand side timber of the carriage nearest the trimming-saw was about six feet distant from the box. The plaintiff claims that at times the carriage by its momentum was carried so far, after leaving the pinion, that the end of the timber of the carriage struck the box, and it is admitted that sometimes when very long timber was being sawed, the carriage, after leaving the pinion, was pushed by hand, or by the use of bars, until the end touched the box, in order to allow the saw to cut through to the end of the timber.

So much of a description of the machinery and the method of operating it has been necessary to an understanding of the manner in which the plaintiff was injured, and as well, of the duties which the defendant owed to the plaintiff.

The plaintiff says that the only instruction he received was "to work at the trimming-saw," that he received no instructions as to the manner of operating it, nor where he should stand when at work. Nor was he instructed or cautioned in regard to dangers. He had worked about two hours at the time of the accident. A log had been squared by the rotary saw, and the four planks dropping onto the rolls, one after another, had been pushed down to him by Loroux, the servant whose duty it was to take the lumber from the saw carriage, and push it down to him. The plaintiff sawed the slabs and was making the last cut in the fourth slab. He was standing between the two rolls nearest the trimming-saw and somewhat towards the right side

of the box, with his left hand pulling down the rope and sustaining the saw, and with his right hand on the slab. Meanwhile, a plank had been sawed by the rotary, had been taken off onto the rolls by Loroux, and pushed down towards the plaintiff. A second plank was being sawed. In the process of sawing, the end of this latter plank sprung off towards the rolls and caught onto the end of the plank lying on the rolls. Such is the testimony of Loroux, who was a witness for the plaintiff. The effect was that the movement of the saw carriage pushed the plank on the rolls against the legs of the plaintiff and crowded him over onto the box and saw. The saw was still in motion, and cut his leg nearly off.

The claims of the parties are these. The plaintiff alleges and now contends that the defendant was in fault in not providing him with a suitable and safe place in which to do his work, and also in that the mechanical appliances by which the saw was lifted and allowed to drop down, and the counter balance on the saw frame, were so improperly adjusted or so negligently permitted to be out of order, that the saw did not drop back as quickly as it ought to have done, when the operator let go of the rope. The plaintiff claims that he instantly let go of the rope as soon as he was struck by the plank, and that if the saw had dropped as it should have done, he would not have been hurt by it.

The defendant contends that the plaintiff was working in an improper and dangerous place—a place selected by himself without any good reason; that the proper place for the plaintiff to have stood was outside of the rolls on the left hand side of the box; that though the plaintiff received no special directions where to stand, the position of the box and appliances was such as to make it obvious to any man of ordinary intelligence that he should stand at the left hand side of the box; that the door out of which it was the operator's duty to throw the slabs he cut, or at least the last piece of each slab, was at the left hand side; that the standards and levers and rope were all on the left hand side; that the rope would be directly over the head of a workman standing in that position, while if he stood on the right hand side of the box outside of the rolls, he could reach the rope only with difficulty, and that he could not hold the rope, from the right side, and at the same time hold the lumber

he was sawing without much difficulty, unless he stood between the rolls; and that to stand between the rolls was obviously dangerous, as it was the point towards which all lumber from the rotary was pushed and was in the path along which it all had to pass; and that a man there was at any time liable to be struck by lumber pushed by hand, or, as in this case, by the carriage.

The plaintiff does not seriously deny that by the manner in which the trimming-saw box and its appliances were constructed, it would appear that it was intended that the operator should stand at the left hand side of the box. His reply to the defendant is that the left hand side of the box was not a suitable or safe place for him to work, because of a constant liability to be struck by the timber of the saw carriage when it was propelled down against the box; that timber at such times was exactly in the place where the defendant claims he ought to have stood at his work; that the carriage came down thus far frequently in the ordinary operation of the mill, and did come down several times during the two hours he was at work; that he was not instructed where to stand; and that, as the left side of the box was a dangerous place, he worked on the other side, it being the only practicable place remaining.

The parties are not much at variance in regard to the facts which we deem to be vital, nor is there any serious contention about the rules of law which govern their rights. The parties do differ in applying those rules to the facts.

It was, indeed, the duty of the defendant to provide the plaintiff with a reasonably safe place in which to do his work; but whatever the place appointed by the defendant, the plaintiff is to be held to have assumed the risk of obvious perils, and of those ordinarily incident to the business, if he consented to work there. *Mundle v. Hill Mfg. Co.*, 86 Maine, 400. We think it is clear, for reasons already suggested, which are supported by proof, that the place selected by the defendant for the plaintiff to work was at the left side of the box. The plaintiff, however, did not work in the place appointed by the defendant. He says there was an obvious danger in that position, and for that reason he chose another place to work in. It is unnecessary to inquire whether the movements of the saw carriage made the place dangerous to stand in, or whether it

only made it at times more difficult or inconvenient to work there, as the testimony of some of the plaintiff's own witnesses seems to indicate,—for the plaintiff did not work in that place and was not hurt there. If the place was dangerous, he might have refused to work at the trimming-saw. *Buzzell v. Laconia Mfg. Co.*, 48 Maine, 113. But he did not. He selected another place, not the place appointed by the defendant; and when he did that, we think he assumed the risks attendant upon working in that place.

The relative rights and duties of master and servant arise from the contract of employment. If plaintiff worked in a place not appointed by defendant, and so not within the purview of the contract, the defendant did not owe him any duty with respect to that place. In such case, the plaintiff took whatever risks there were. And if the occupation there was apparently hazardous, the plaintiff would also be guilty of contributory negligence, and cannot recover if his own negligence contributed to the injury.

And these remarks apply also to the complaint of the plaintiff that the trimming-saw dropped back to its place too slowly. The plaintiff was not standing in the place appointed for him.

But the plaintiff contends that the place where he stood was the usual place that men had stood in before that time, doing the same work, that the defendant knew it was the usual, customary place, and that by setting the plaintiff to work without instructions, the latter had a right to assume that he was expected to work where those before him had worked, that such in effect was the contract of employment. See *Coombs v. New Bedford Cordage Co.*, 102 Mass. 572. The defendant denies this. But assume it to be so. The plaintiff even then assumed not only the risks naturally incident to the business, but also the obvious risks of working in that place, *Coolbroth v. Maine Central R. R. Co.*, 77 Maine, 165; *Wormell v. Maine Central R. R. Co.*, 79 Maine, 397; and it seems to us obvious that a man standing between the rolls along which all the product of the rotary saw must be pushed, as this machinery was situated, was likely to be struck by it. It was therefore a risk which he assumed. *Conley v. American Express Co.*, 87 Maine, 352.

The plaintiff was a man of mature years. It is true, that he received no instructions relative to the dangers attending his

work. But those dangers, even upon the plaintiff's own showing, were not latent or concealed. They were obvious and apparent. If the defendant had told him that by standing between the rolls where he did stand he was liable to be hit by planks pushed along the rolls, it would be no more than he himself knew or ought to have known. The servant assumes all the risks which he knows, or which by the exercise of ordinary care he ought to know. *Nason v. West*, 78 Maine, 253; *Campbell v. Eveleth*, 83 Maine, 50; *Wheeler v. Wason Mfg. Co.*, 135 Mass. 294.

But, as we have already said, we think the evidence discloses that the plaintiff was not standing in the proper place, that he was negligent in standing where he did, and that his negligence contributed to the injury.

It may also be said that the plaintiff cannot recover, because the negligence of a fellow-servant caused or contributed to the injury. It is well settled, of course, that the negligence of a fellow-servant is one of the risks assumed by the servant. *Blake v. Maine Central R. R. Co.*, 70 Maine, 60.

Nason, the sawyer, testified that it was his duty not to start or run the carriage unless the lumber on the rolls was clear from the path of the carriage, and that such was his duty is self evident. It was the duty of the man at the rolls, Loroux, to take away the lumber from the carriage, and leave it on the rolls, clear of the carriage, and in such a manner that neither the carriage nor the stick upon it could come in contact with it. If the sawyer run the carriage while its path was not clear, or if Loroux failed to clear the plank from the carriage, and keep it clear, (and one or both of these things did happen), such conduct was negligent, and by means of that negligence the plaintiff was crowded over onto the trimming-saw. Nason and Loroux were fellow-servants of the plaintiff, and for injuries received through the negligence of either of them, the plaintiff cannot recover. Even the rule laid down by some courts, and to support which the plaintiff's counsel has cited authorities, that when the master has been negligent, the servant may not be debarred from recovery, even if the negligence of a fellow-servant contributed to the injury, would not avail the plaintiff in this case. That rule is nowhere applied in cases where the

plaintiff himself was in fault. It is unnecessary to discuss that rule further.

We are of the opinion, therefore, that the verdict for the plaintiff was clearly wrong. We are led to the conclusion that the jury must have been influenced by bias or sympathy, or acted under a misapprehension of the facts, or of the legal rules which should have controlled a decision based upon those facts. *Verdict set aside. Motion for a new trial sustained.*

The final docket entry of this case is, "Exceptions withdrawn. Judgment for defendant for costs taxed at \$219.40. Execution issued July 10, 1900."

(97 Maine, page 247).

WILLIAM CARRIGAN, ADMR., *vs.* CLEVELAND S. STILLWELL.

Penobscot. Opinion January 1, 1903.

Death by Injury. Pleading. Negligence. Fire-escape. Tenant. Owner. Stat. 1891, c. 124; 1891, c. 89; R. S., c. 26, §§ 26-29.

While ch. 124, Stat. of 1891, gives only a right of action to the personal representative of a deceased person, whose immediate death was caused by the negligence or fault complained of, and while it necessarily follows that the declaration in an action under this statute must contain a sufficient averment of such immediate death, it is not necessary that any particular words should be used for this purpose. It is sufficient if it necessarily appears from the phraseology of the averment that the death of the deceased was immediate.

Where the negligence complained of is the failure of the defendant to provide and maintain suitable fire-escapes upon a building owned and controlled by him and under his management, and the allegation is, that the deceased, being properly in the third story of the building at the time that the fire broke out therein, by reason of such fault of the defendant, and without fault upon her part, "Was then and there burned to death and consumed by said fire, and then and thereby lost her life," *held*; that the necessary meaning of this averment is, that the immediate death of the deceased, within the meaning of the statute, was caused in the manner described.

By R. S., c. 26, § 26, as amended by ch. 89, Stat. of 1891, the duty of providing and maintaining suitable fire-escapes upon a building, to which the statute is applicable, is imposed upon the owner, notwithstanding the building is in the possession of a tenant, or, being in the possession of a tenant, is so used as to bring it within the application of the statute.

The court does not decide, because apparently the question does not arise, whether or not this would be so, if a building, not itself belonging to one of the classes specified, and not let by the owner for any purpose mentioned in the section, should come within the provisions of the law by reason of its use by the tenant for any of such purposes, without the knowledge and consent of the owner.

This duty thus imposed upon the owner of a building coming within the designated classes does not depend upon the action of the municipal officers or fire engineers, or upon their failure to take action.

If the defendant's failure to perform a duty imposed upon him by statute, for the benefit of persons lawfully employed in the building, was the proximate cause of the death of the plaintiff's intestate, and if her death was the natural and ordinary consequence of this failure upon the part of the defendant, then it is, at least, evidence of actionable negligence upon his part to be submitted to a jury.

Exceptions by plaintiff. Sustained.

Action under Stat. 1891, c. 124, to recover for the death of plaintiff's intestate, who was burned to death in the defendant's building, on October 16, 1901. It was claimed that the defendant was liable because he had not provided any fire-escape on the building. The defendant filed a general demurrer to the declaration which was sustained by the court below.

At the hearing upon the demurrer at nisi prius the defendant contended that the plaintiff's declaration was defective for the following reasons:

First, that there was no allegation in the declaration that the death of the plaintiff's intestate was immediate.

Secondly, that it is a condition precedent to any liability of an owner of a building for failure to provide it with suitable fire-escapes that said owner should first receive from the municipal officers or fire engineers written notice of their determina-

tion as to the sufficiency of said fire-escapes, as provided in R. S., c. 26, § 28, and that no liability is incurred for failure to provide fire-escapes until sixty days after the receipt of said notice, and that there was no allegation in the plaintiff's declaration of the performance of this condition.

Thirdly, that under the statute, the duty to provide a building with fire-escapes rests upon the tenant or occupant and not upon the owner.

F. J. Martin and H. M. Cook; M. McCarthy, for plaintiff.

C. H. Bartlett, for defendant.

SITTING: WISWELL, C. J., WHITEHOUSE, POWERS, PEABODY, SPEAR, JJ.

WISWELL, C. J. This is an action under ch. 124, Public Laws of 1891, to recover damages for the death of the plaintiff's intestate, alleged to have been caused by the fault of the defendant. The defendant filed a general demurrer to the declaration, which was sustained, pro forma, by the court at nisi prius, and the case comes here upon the plaintiff's exception to this ruling. It will only be necessary to consider the objections to the declaration that are urged by counsel in support of his demurrer.

I. It is contended that the declaration contains no such sufficient allegation of the immediate death of the deceased as is necessary in actions under this statute, under the construction thereof by this court in *Sawyer v. Perry*, 88 Maine, 42, and *Conley v. Portland Gas Light Company*, 96 Maine, 281. The negligence complained of was the failure of the defendant to provide and maintain suitable fire-escapes upon a building owned, controlled, and under the management of the defendant, by reason whereof, it is alleged, the deceased, being properly in the third story of the building at the time that the fire broke out therein, and without fault upon her part, lost her life. The allegation is that the deceased, by reason of such fault of the defendant, "was then and there burned to death and consumed by said fire, and then and thereby lost her life."

It is, of course, well settled that the statute under which this action was brought gives only a right of action to the personal representative of a deceased person, whose immediate death was caused by the negligence or fault complained of, and it necessarily follows that the declaration must contain a sufficient aver-

ment of such immediate death. But it is not necessary that any particular words should be used if it necessarily appears from the averment that the death of the deceased was immediate. Even in criminal pleadings, it is well settled, that a statutory offense may be sufficiently set out, without using the precise language of the statute, by the employment of language which is the full equivalent thereof. In this case we think that the necessary meaning of the allegation above quoted is that the immediate death of the deceased, within the meaning of the statute, was caused in the manner described. Not that the deceased received injuries from which she subsequently, however shortly thereafter died, but that she then and there lost her life by being "burned to death and consumed."

II. The action is against the defendant as owner of the building described. The declaration contains sufficient averments as to the defendant's ownership, that the building was one in which a business was carried on, "requiring the presence of workmen above the first story," that it was the duty of the defendant to provide and maintain suitable fire-escapes for such building, that the defendant failed to perform this duty, and that, by reason thereof, the deceased, without fault upon her part, lost her life. The contention of the defendant is, that this building was at the time of the fire in which the deceased lost her life, in the possession of a tenant, that it was the duty of the tenant, if of anybody, to provide fire-escapes, and that therefore this action cannot be maintained against the owner. Strictly, the question does not arise upon demurrer, because it does not appear from the declaration that the building was in the possession of a tenant at the time of the fire. But, as the question will necessarily arise later, if such was the case, and as both sides have fully argued it, we deem it proper and advisable to decide the question now, in view of our conclusion.

The duty of maintaining fire-escapes upon certain buildings was created by statute. By R. S., c. 26, § 26, as amended by ch. 89, Public Laws of 1891, "every building in which any trade, manufacture, or business is carried on, requiring the presence of workmen above the first story," as well as certain other classes of buildings, "shall at all times be provided with suitable and sufficient fire-escapes, outside stairs, or ladders from each

story or gallery above the level of the ground, easily accessible to all inmates in case of fire or of an alarm of fire." The next two sections of the chapter provide that in towns having no organized fire department, the municipal officers, and in cities, towns and villages having an organized fire department, the board of fire engineers, shall annually make an inspection of the safe-guards required by the preceding section, pass upon their sufficiency and state of repair, and direct such alterations, additions and repairs as they adjudge necessary, and shall give written notice to the occupant of such building, "also to the owner thereof, if known," of their determination as to the sufficiency of the precautions and safe-guards required, and as to the alterations, additions and repairs that they adjudge necessary. By the next section a penalty is provided for any owner or occupant who neglects to comply with such order of these officers, within the time allowed, and for any owner who lets or occupant who uses such building in violation of this order.

The question is whether, by these sections of the Revised Statutes, the duty of providing and maintaining sufficient fire-escapes, upon buildings to which the statutes are applicable, where the building is in possession of a tenant, or where, being in the possession of a tenant, it is so used as to bring it within the application of the statutes, is imposed upon the owner. The question is by no means free from difficulty, and little assistance can be obtained from the decisions of the courts of other states, construing statutes of the same general nature, because the statutes of the different states upon this subject differ in respects more or less essential as bearing upon this question.

It will be noticed that the first section relating to the subject does not specifically enjoin the duty upon any particular person. It simply requires that the classes of buildings enumerated, and the buildings used for the purposes specified, "shall at all times be provided with suitable and sufficient fire-escapes." The next two sections relate to the enforcement of this requirement by certain officers. Section 28 provides that such officers shall give "written notice to the occupant of such building, also to the owner thereof, if known," of their determination as to the sufficiency of such fire-escapes and as to the changes that they adjudge necessary. We think that this section throws some light upon the legislative intent. Why, when such a building

is in the possession of some one other than the owner, should the statute require notice to the owner, unless it was the intention of the legislature to impose this duty upon him?

The next section, as we have seen, imposes a penalty upon "any owner or occupant who neglects to comply" with the order of the designated officers within the time limited, and further provides that, "if the owner or occupant of said building lets or uses the same in violation of such order," he shall be subject to a penalty. If it is made an offense, and subjects the owner to a penalty, for him to let a building without complying with the order relative to the sufficiency of the fire-escapes, it would seem to follow that the duty in relation thereto enjoined by the first section was imposed upon him.

In *Lee v. Smith*, 42 Ohio St. 458, 51 Am. Rep. 839, where the court in the construction of a statute which imposed upon the owners of factories and work-houses the duty of providing fire-escapes, held that the statute was not applicable to the owners of premises in the possession of lessees, the court bases its reasoning and conclusion, to a considerable extent, upon the fact that by the language of the statute the duty is not imposed upon the owner of a building, but upon the owner of a factory or work-shop, and that a factory or work-shop is not synonymous with a building. And *Schott v. Harvey*, 105 Penn. St. 222, 51 Am. Rep. 201, in which the court reached the same conclusion, in construing a similar statute, is based upon the same reasoning. But the language of our statute is entirely different in this important respect. These safeguards are not merely required upon factories and work-shops, but upon any building in which any trade, manufacture or business is carried on, "requiring the presence of workmen above the first story."

In Illinois the statute in relation to this subject is somewhat similar to the one in this State. One section requires that certain buildings shall be provided with fire-escapes, without more specifically imposing the duty of providing such fire-escapes upon any particular person; another section provides for notice to be given by the designated authorities to "the owners, trustees, lessee or occupant or either of them." The court held in *Landgraf v. Kuh*, 188 Ill. 484, 59 N. E. Rep. 501, that the owners of a building were not relieved from liability for a failure to perform this duty, because a part of the premises

trustees, lessee or occupant or either of them." The court held in *Landgraf v. Kuh*, 188 Ill. 484, 59 N. E. Rep. 501, that the owners of a building were not relieved from liability for a failure to perform this duty, because a part of the premises was in the possession and under the control of tenants of the owners instead of being directly in their possession. It is said in the opinion: "The injunction being in the alternative, the notice may be given to the one as well as to the other, and therefore to the owner, as well as to the lessee, or occupant." In *Arms v. Ayer*, 192 Ill. 601, 61 N. E. Rep. 851, this construction of the statute is reaffirmed.

By our statutes, as we have seen, the penalty for failure to comply with the order of the municipal officers or fire engineers is imposed, in the alternative, upon the owner or occupant. And the provision in regard to the notice in writing, especially applicable to cases where the owner is not in possession, requires that, notwithstanding that fact, such notice must be given to the owner if known. Upon the whole, we are of the opinion that the statutes which we have referred to impose the duty upon the owner of a building, within the application of these sections, or which by reason of its use is brought within their application, to provide and maintain suitable and sufficient fire-escapes upon such a building, notwithstanding it is in the possession of a tenant. We do not decide, because apparently the question does not arise, that this would be so if a building, not itself belonging to one of the classes specified, and not let by the owner for any purpose mentioned in the section, should come within the provisions of the law by reason of its use by the tenant for any of such purposes, without the knowledge or consent of the owner.

If the defendant's failure to perform a duty imposed upon him by statute, for the benefit of persons lawfully employed in the building, was the proximate cause of the death of the plaintiff's intestate, and if her death was the natural and ordinary consequence of this failure upon the part of the defendant, then it is, at least, evidence of actionable negligence upon his part to be submitted to a jury.

III. Finally, it is contended by counsel for defendant that by these sections of the statutes no duty is imposed upon either owner or occupant until after action shall have been taken by

the municipal officers or fire engineers and notice given as provided therein. We do not think that this is so. The first section imposes the duty to provide certain buildings with fire-escapes. The provisions of the subsequent sections show, we think, that it was the intention of the legislature to impose this duty upon the owner even if the building was in the possession of a tenant. It is undoubtedly true that under the provisions of the subsequent sections relative to the enforcement of the law and to penalties for failures to comply with it, the owner is not subject to the penalty provided by § 29 until he shall have failed to comply with the orders of the officers designated for a space of sixty days. But the very language of the section which makes it the duty of the municipal officers or fire engineers to "annually make careful inspection of the precautions and safe-guards provided in compliance with the foregoing requirements, and pass upon their sufficiency as to arrangement and number, and upon their state of repair," presupposes that these safe-guards are to be provided before such inspection, and that their duty is to inspect safeguards already supplied and pass upon their sufficiency in number and other respects.

Under these sections it is not the duty of the officers named to determine what buildings shall be provided with fire-escapes, that is done by the statute itself, but to see that the requirements of the law are complied with and to pass upon the sufficiency of safe-guards already provided. The duty of an owner to place fire-escapes upon the buildings designated does not depend upon the action of the municipal officers or fire engineers, or upon their failure to take action. Such has generally been the construction of similar statutes in other states. *Willy v. Mully*, 78 N. Y. 310, 314, 34 Am. Rep. 536; *McRichard v. Flint*, 114 N. Y. 222; *Arms v. Ayer*, supra; *Rose v. King*, 49 Ohio St. 213, 15 L. R. A. 160. The Massachusetts Statute, construed by the court in *Perry v. Bangs*, 161 Mass. 35, is so different from the one in this State in this respect, that that case, somewhat relied upon by counsel for defense, is not an authority upon this question.

For these reasons we think that the demurrer should have been overruled.

Exceptions sustained. Demurrer overruled.

(99 Maine, page 234).

WILLIAM CARRIGAN, ADMR. *vs.* CLEVELAND S. STILLWELL.

Penobscot. Opinion January 3, 1905.

Death by Injury. Negligence. Fire Escapes. Statutes. Legislative Intention. Construction. Stat. 1881, c. 50; 1883, c. 121; 1891, c. 89, c. 124; R. S. 1903, c. 28, § 38, c. 89, §§ 9, 10.

To ascertain the true intention of the legislature in the enactment of a statute, it frequently becomes necessary to go much further than to ascertain the literal meaning of the language used. As has been frequently said by courts, a thing within the intention is as much within the statute as if it were within the letter, and a thing within the letter is not within the statute, if contrary to the intention of it.

By R. S. c. 28, sec. 38, "every building in which any trade, manufacture or business is carried on requiring the presence of workmen above the first floor," "is required to be provided at all times with suitable and sufficient fire escapes." *Held:* that although the literal meaning of the word "workmen" includes anyone who does manual labor, the word could not have been used by the legislature in this general sense, since a literal construction of the word would make the statute applicable to a great majority of the business buildings in any community, some business, requiring the presence of at least a few persons performing manual labor above the first floor, being carried on in the great majority of such buildings. And further, that the statute should be so construed as to make it applicable to a building in which any trade, manufacture or business is carried on requiring the presence of workmen in such a number, above the first floor, that because of their number, escape would be rendered difficult in the case of fire or of a panic caused by the alarm of fire.

Held: also, that this statute is not applicable to a building used as a restaurant on the first floor with a kitchen connected therewith on the third floor, the business requiring the presence in the kitchen on the third floor of only three persons, two cooks, and an assistant. There being no suggestion of any fault upon the part of the defendant, the owner of the

building, other than the failure to provide fire escapes, and no claim that he would be liable for his failure in this respect, except for the statute referred to, it follows, that a verdict for the plaintiff was erroneous.

See *Same v. Same*, 97 Maine, 247.

Motion and exception by defendant. Motion sustained.

Statutory action by the administrator of the estate of Mary F. Carrigan, his intestate, to recover damages for the death of the said Mary F. Carrigan, who was burned to death in a fire which destroyed a certain three story building, in Bangor, owned by the defendant, and in which said building the said deceased was employed at the time of her death. The plaintiff alleged that under the statute—now § 38 of chapter 28, R. S. 1903—it was the duty of the defendant to have provided said building with suitable and sufficient fire escapes, outside stairs or ladders, but had neglected and failed so to do. At the trial, the defendant requested certain instructions to be given to the jury, but the presiding justice declined to give the instructions asked for, and the defendant took exceptions. The verdict was for the plaintiff, and thereupon the defendant filed a general motion for a new trial. The motion only was considered by the Law Court.

The case fully appears in the opinion.

B. J. Dunn, Matthew McCarthy, Forrest J. Martin and H. M. Cook, for plaintiff.

C. H. Bartlett and C. F. Woodard, for defendant.

SITTING: WISWELL, C. J., EMERY, SAVAGE, POWERS, PEABODY, JJ.

WISWELL, C. J. This case has before been to the law court, 97 Maine, 247; at that time upon the defendant's demurrer to the plaintiff's declaration, and the questions then presented and considered were as to the sufficiency of the allegations contained in the declaration. At that time the declaration was held sufficient and the case was sent back for trial. Now, after a trial resulting in a verdict for the plaintiff, the case again comes to the court, the question now presented being, whether the evidence of the plaintiff is sufficient to authorize the maintenance of the action, and to warrant the verdict for the plaintiff. Although the defendant has exceptions, as well as a motion,

the case can be better considered upon the motion for a new trial.

On Oct. 16, 1901, the defendant was the owner of a four story business building in the city of Bangor; the first and third floors of this building were in the possession of a tenant who occupied the first floor as a public restaurant, and the third floor for a kitchen in connection with the restaurant. There were three persons employed in the restaurant whose duties were generally performed in the kitchen on the third floor, the plaintiff's intestate, called "an order cook," a man cook, and another woman who rendered general assistance in washing dishes and in doing other work. The plaintiff's intestate also assisted in the general cooking, sometimes did ironing and other work about the building.

On that day at about the middle of the afternoon, an explosion of gasoline occurred in a room upon the second floor, not occupied as a part of the restaurant, and immediately after, the building took fire and became enveloped in flames and smoke. The plaintiff's intestate, at that time, was ironing at a table in the kitchen, and there were also present the two other employes, the man cook and the woman assistant. After the fire was extinguished, the plaintiff's intestate was found dead in the kitchen, near the place where she had been at work, and where she was last seen alive, her body being severely burned. This building was not provided with fire escapes, as, it is claimed by the plaintiff, it should have been under R. S., c. 28, sec. 38, the section in the present revision of the statutes being the same as it was at the time of the fire. There is no suggestion of any other fault upon the part of the defendant, the owner of the building, and no claim that he would be liable for his alleged failure in this respect, except for the statute referred to.

Under these circumstances, this action was brought by the personal representative of the deceased to recover, for the benefit of the beneficiaries named in the statute, the damages for the pecuniary injuries resulting to them from the death of the intestate, under the Act of 1891, now R. S., c. 89, sections 9 and 10. The defendant raises numerous objections to the sufficiency of the evidence introduced, in many respects, but, in view of our conclusion, it is only necessary to consider the

one that goes to the maintenance of the action, viz: That the use of the building at the time of the death of the plaintiff's intestate was not such as to bring it within the application of the statute referred to. That statute is as follows, so far as applicable to the question involved: "Every public house where guests are lodged, and every building in which any trade, manufacture or business is carried on requiring the presence of workmen above the first story, . . . shall at all times be provided with suitable and sufficient fire escapes, outside stairs or ladders from each story or gallery above the level of the ground, easily accessible to all inmates in case of fire or of an alarm of fire." The contention of the defense being, that this building was not used for the purposes of any trade, manufacture or business, "requiring the presence of workmen above the first story," within the meaning of the statute just quoted.

To ascertain the true intention of the legislature in the enactment of any statute, it frequently becomes necessary to go much further than to merely ascertain the literal meaning of the language used. "A thing may be within the letter of the statute and not within its meaning, and within its meaning, though not within the letter. The intention of the law maker is the law." *Smythe v. Fiske*, 23 Wall. 374. "It has been repeatedly asserted in both ancient and modern cases, that judges may in some cases decide upon a statute in direct contravention of its terms; that they may depart from the letter in order to reach the spirit and intent of the act. Frequently, it has been judicially said, that 'a thing within the intention is as much within the statute, as if it were within the letter, and a thing within the letter is not within the statute, if contrary to the intention of it.'" Peters, C. J., in *Holmes v. Paris*, 75 Maine, 559. "The results of any particular construction are to be anticipated, and if such results will be anomalous, unjust or inconvenient, it is a legitimate and strong argument against the construction contended for. It will be presumed the legislature did not intend any such results. The language of a statute would need to be very strong and clear to cause the belief that such was the intent. The real meaning of the statute is to be ascertained and declared even though it seems to conflict with the words of the statute. EMERY, J., in *Landers*

v. *Smith*, 78 Maine, 212." All laws should receive a sensible construction. General terms should be so limited in their application as not to lead to injustice, oppression or an absurd consequence." *United States v. Kirby*, 7 Wall. 482.

Applying this familiar principle, so well illustrated by the few preceding quotations, we come to the question of the construction of this particular statute, for the purpose of ascertaining the true intent and meaning of the legislature in its enactment. The words of the statute, "in which any trade, manufacture or business is carried on," are apparently as broad and inclusive as could have been adopted. They mean more than the language of some similar statutes in other states, "workshops or factories," and, so far as this portion of the statute is concerned, must include any business of any nature, but, of course, the other element, made necessary by the statute must exist, that is, it must be a business requiring the presence of workmen above the first floor. Apparently it did require the presence in the kitchen on the third floor of two cooks and a woman who did general work in washing dishes, and who rendered general assistance in other ways. So that the question is, are employes who are doing work of this nature and of this number, "workmen" within the meaning of the statute?

If the statute could be so construed as to apply to buildings used as this was, it would lead to anomalous and almost absurd consequences. If these employes, to the number of three only, doing this kind of work, are workmen within the meaning of the statute, we do not see why two or three barbers in a barber shop, or an equal number of typewriters in a lawyer's office, or dentists in a dentist's office, in any building above the first floor, or why even the same number of sewing women in a dressmaker's room on the second floor of a story and a half house in a country village, would not equally come within the meaning of this word in the statute. We think that it could not have been the intention of the legislature to have required fire escapes upon all buildings in which any of these various trades or occupations are carried on, irrespective of other qualification. If such is the true construction, it would include almost every building of every kind in any city, town or village, except private residences, because in a vast majority

of business buildings, some trade, manufacture or business is carried on above the first floor requiring the presence of at least a few persons doing work of some nature. So that, although the literal and general meaning of the word "workmen" includes any one who does manual work, we do not think that the word was used in the statute in this general sense, and that, while it does mean something more than the word "cooperatives," it was not intended to apply to a building used as this was where a very limited number only of persons were required to be engaged in work above the first floor.

In its most literal sense, even, the word used in the statute means more than one workman, and there can be no reason why the legislature should have intended to require this safeguard for two persons and not for one. We think, that the statute should be so construed as to be applicable to a building in which any trade, manufacture or business is carried on requiring the presence of employes in such a number, that, because of their number, escape would be rendered difficult in the case of fire or of a panic caused by the alarm of fire. The same section provides that the fire-escapes shall be easily accessible in the case of fire or of an alarm of fire. While the absence of a fire escape might be the cause of the death of a person where only one person was engaged in work in the upper story of a building, in case of a fire, it would be quite as apt to be so in the case of a person on one of the upper floors of a private residence. But it does not seem to have been the purpose of the legislature to require this safeguard against danger in all cases, but only in those that were particularly dangerous by reason of the number of persons necessarily at work in the upper story of the building.

We appreciate that this construction may be subject to the criticism that it is indefinite, but it is a question as to which it is impossible to lay down in advance a general rule which will be applicable to all cases. The circumstances of a great majority of cases will, perhaps, clearly place them upon one side or the other of the line, while some may be so close as to make it exceedingly difficult to determine upon which side they fall. The question must be determined in each case as it arises. We can only say that in this case, in our opinion, the use of the building was not such as to bring it within the statute.

Our views are strengthened by the history of this legislation: The first act of the legislature requiring fire escapes upon private buildings used for certain purposes was Chap. 50 of the Public Laws of 1881, the language of that act, so far as applicable to buildings of this character, was, "and all shops, mills, factories and other buildings, more than two stories in height, in which any trade, manufacture or business is carried on which requires the presence of workmen or other persons, in any part of the building above the first story," etc. In Public Laws of 1883, Chap. 121, the statute was somewhat modified, but not at all so far as it related to buildings of this character, the words "or other persons" being retained. In the Revision of 1883, these words were still retained, but in 1891, Public Laws, Chap. 89, this section was again modified, and, although changed in no other respect as to such buildings, the words "and other persons" were omitted.

We regard this amendment as of considerable significance. Before, fire-escapes were required upon all buildings used for the purpose of trade, manufacture or business, which required the presence of workmen above the first floor, or which required the presence of persons other than workmen. As the statute then existed, it was as broad and inclusive as it could well be made, except that it was only applicable where the presence of workmen or others, was required by the business carried on. The statute as it existed prior to the amendment of 1891, would have been applicable to this building, since the plaintiff's intestate, although not included within the meaning of the word "workmen" as used in the statute, was a person whose duty required her presence in the kitchen on the third floor; and we are unable to see why the statute prior to that amendment would not have been applicable to the numerous cases suggested as illustrative of the consequences that would follow from a literal construction of the statute. Perhaps this very result may have been the reason why, in modifying the statute, the legislature left out these words. At any rate, the omission is of such significance, as we have already said as to strengthen us in our belief as to the true construction of the statute as it exists at the present time, and as it did at the time of the death of the plaintiff's intestate.

We are therefore, of the opinion that the action is not maintainable, and that the verdict, as a matter of law, was clearly wrong.

Motion sustained.

The final docket entry of this case is—"N. P. no further action."

(97 Maine, page 543).

WALTER COWETT, PRO AMI,

vs.

THE AMERICAN WOOLEN COMPANY.

Somerset. Opinion June 16, 1903.

Negligence. Master and Servant. Machinery. Risks Assumed.

The master is bound to provide and maintain machinery which is reasonably safe in view of the uses that are to be made of it, and the work that is to be performed upon it and around it. He is responsible for any defect in the machinery which was or ought to have been known to him, and was unknown to the servant.

He is not bound to anticipate and guard against every possible danger, but only such as can be foreseen by the exercise of reasonable care.

In this case the plaintiff's own testimony shows that he did not receive the injury in the manner he thinks he did; but if it be admitted that he is correct in this theory as to the manner in which the injury was sustained, such an accident or injury was a possibility so remote, a thing so unlikely to happen, that it could not be foreseen or anticipated by the defendant by the exercise of reasonable care.

Motion by defendant for new trial. Motion sustained.

Case for negligence.

This was an action brought by Walter Cowett against the American Woolen Company for an accident resulting in the loss of the fourth finger of his left hand, while in the employ of said company in its mill at Skowhegan, January 12th, 1901.

The plaintiff alleged in his writ, first, that the defendant adopted and maintained an unsafe, unsuitable, improper and dangerous carding-machine, with its cog-wheels and rollers

improperly and insecurely guarded and protected; second, that he was not given proper warning or instructions as to the dangerous character of the machine; and that being about sixteen years old, he did not know or appreciate the danger.

The case was tried at the March term of the court and a verdict for the plaintiff was rendered for \$1,034.88. The defendant filed a motion to set the verdict aside, which motion was filed in due season, in the usual form.

Forrest Goodwin, for plaintiff.

E. F. Danforth and S. W. Gould, for defendant.

SITTING: WISWELL, C. J., STROUT, SAVAGE, POWERS, PEABODY, SPEAR, JJ.

POWERS, J. This is an action on the case for negligence, and comes before the court on motion to set aside the verdict, which was for the plaintiff.

At the time of the injury the plaintiff was employed in the card room of the defendant's mill, and it was a part of his duty to feed and clean the cards. He undertook to clean the waste out of the cog-wheels at the end of the rollers while the machinery was running. To pick the wool from the cogs he was obliged to use his left hand in the narrow space between the wheels and the rollers, employing his thumb and forefinger for that purpose. This brought his little finger very near to the rollers, and while so employed it was caught between the large cylinder and one of the smaller strippers on top of the cylinder, drawing in and partially crushing the hand. He was sixteen years of age, and had worked in the card room for two years and a half. The cog-wheels, cylinders, and strippers were all in plain sight, and his testimony shows that he knew and appreciated the danger of getting his hand between the cylinder and roller, and as to this he must be held to have assumed the risk. The plaintiff's claim, however, is that there was another and a hidden danger, of which he did not know, and could not have known in the exercise of reasonable care and diligence, and which was the real cause of the injury he received. In the collar on the shaft of and at the end of the stripper, near to the plaintiff's hand, there was a small set screw with an oval head, in which was a slot with sharp edges. The head of this screw was about one-quarter of an inch broad, and projected about

one-sixteenth of an inch from the rapidly revolving collar. The plaintiff claims that the head of this screw hit his hand, surprising him and causing him, by a sudden and involuntary movement, to draw his hand into the machinery where it was caught and injured. It is claimed that it was the master's duty to place a guard over the head of the screw, or to warn the plaintiff of its existence, which was not ordinarily perceptible, and of which he had no knowledge.

The plaintiff's theory as to the manner in which the injury happened is not supported by his own evidence. He says something hit his finger, and that whatever hit it was away from the roller and on the other side. The screw in the collar of the roller or stripper might possibly be said to be away from it, but it could hardly be said to be upon the other side of it. He states positively that he does not know what hit his finger, but we think his testimony shows what it was in fact. He says, "Something struck my finger, and I went to draw my hand out and it began to draw in."

"Q. How long was it from the time this something hit your hand before your hand went into the collar?"

A. It went in right off. The minute I went to draw my hand out it began to draw in."

At the time the plaintiff was standing with his side to the machinery, facing the same way as the cards, and using his thumb and forefinger to pick the wool from the cogs. This would bring his little finger very near to that part of the machinery in which it was caught. His testimony shows that there was not a hitting of the finger, a drawing away of the hand, and then a catching of the finger. The contact and the catching were simultaneous, and at the same point, and it is impossible to resist the conclusion that the only object which hit his finger was that part of the machinery in which it caught. The space was a narrow one. On the one side the cogs, and on the other the rollers. He says the wool which he was picking out was packed tight into the cogs. To extricate it must have required the use of some strength, and a slight sudden and unexpected giving away of the wool would have a tendency to carry his hand away from him and into the rollers. If the finger had been hit by the screw head, causing a sudden and involuntary starting on the plaintiff's part, it would seem that

the natural and instinctive movement would have been to have drawn his hand toward him, and away from the point of contact, rather than away from him and by the screw head. We are of the opinion that the jury failed to appreciate the force of the plaintiff's testimony, and that the verdict is clearly erroneous.

Even if the plaintiff's theory in regard to the manner in which the injury was received had been sustained by the evidence, there is another objection which is fatal to his recovery. It was not the duty of the plaintiff (?) to provide absolutely safe machinery. The law imposes no such burden upon the master. He is not an insurer. It is his duty to provide and maintain machinery which is reasonably safe, in view of the uses that are to be made of it, and the work that is to be performed upon it and around it. He is responsible for any injury arising through any defect in the machinery which was or ought to have been known to him, and was unknown to the servant. He is not required to anticipate and guard against every possible danger, but only such as are likely to occur. The degree of care should rise with the danger; but assuming as true the plaintiff's position, that it was within the contemplation of the parties that he should clean the machine while running, we do not think the defendant ought to have known that such an injury was likely to occur. That the oval head of the set screw, projecting one-sixteenth of an inch from the revolving collar near the plaintiff's hand, by coming in contact with his finger, would cause him injury, or cause him to make any such involuntary movement as would be the occasion of such an accident or injury as that complained of in the present case, was a possibility so remote, a thing so unlikely to happen, that it could not be foreseen or anticipated by the defendant by the exercise of reasonable care. Such being the fact, neither his failure to place a guard over the head of the screw, nor his omission to warn the plaintiff of the danger, constitute negligence on his part. The facts of the case do not justify a finding that the defendant was negligent, and allowing to the verdict of the jury all the weight to which it is entitled, the court is of the opinion that it is clearly wrong, and that justice requires it to be set aside.

Motion sustained. Verdict set aside. New trial granted.

(100 Maine, page 65).

WALTER COWETT, PRO AMI,

vs.

THE AMERICAN WOOLEN COMPANY.

Somerset. Opinion March 4, 1905.

Negligence. Master and Servant. Assumption of Risk.

1. One cannot be lawfully held guilty of negligence by reason of an act or omission which would not lead an ordinarily prudent, observant man giving the matter thought, to apprehend danger from it.
2. The existence upon the collar of a revolving shaft of a small set screw with an oval head one-fourth of an inch in diameter and projecting only one-sixteenth of an inch above the surface of the collar, is not such a circumstance as would lead such a man to apprehend danger from it to a workman having no occasion to grasp or touch the collar.
3. *Cowett v. American Woolen Company*, 97 Maine, 543 affirmed.

On exceptions by plaintiff. Overruled.

Action on the case to recover damages for personal injuries sustained by the plaintiff alleged to have been caused by the negligence of the defendant. After the evidence for the plaintiff was in, and on motion of the defendant, the court ordered a nonsuit. To this ruling the plaintiff excepted.

The case is stated in the opinion.

Forrest Goodwin, for plaintiff.

Danforth & Gould, for defendant.

SITTING: EMERY, WHITEHOUSE, STROUT, SAVAGE, POWERS, JJ.

EMERY, J. This is the second time this case has come before the law court on motion for a new trial. The opinion of the court at the former hearing may be found in 97 Maine, 543. The verdict for the plaintiff was then set aside mainly on the ground that his own testimony did not support his theory that the cause of his hurt was his finger being hit by the small set screw on the collar of a small shaft revolving in close prox-

imity to where his hand was employed cleaning a carding machine. On page 546, however, the court further declared that, granting the plaintiff's theory that his finger was hit by the set screw, the existence and condition of the screw did not show any breach of duty by the defendant.

The court said (p. 546) "That the oval head of the set screw projecting one-sixteenth of an inch from the revolving collar near the plaintiff's hand, by coming in contact with his finger would cause him injury, or cause him to make any such involuntary movement as would be the occasion of such an accident or injury as that complained of in the present case, was a possibility so remote, a thing so unlikely to happen that it could not be foreseen or anticipated by the defendant in the exercise of reasonable care."

At the second trial there was perhaps more evidence that the plaintiff's finger was hit by the screw, but the evidence as to the location and condition of the screw was the same as at the first trial. The plaintiff frankly conceded that the screw was all he complained of and now urges that the defendant was guilty of negligence because an oval screw head about one-fourth of an inch in diameter, with the usual slot, projected a sixteenth of an inch from a collar on a revolving shaft. We have re-examined the proposition in the light of his second argument, and are satisfied that the circumstance was too trivial to constitute negligence.

The small thin screw head was hardly anything more than a scarcely appreciable roughness on the surface of a shaft which the plaintiff had no duty to touch. It would be clearly unreasonable to hold that the defendant should have apprehended danger from it to any person having no occasion to come in contact with it.

The nonsuit was properly ordered.

Exceptions overruled.

The final docket entry of this case is "March 6, 1905; order from Law Court received: Exceptions overruled. Nonsuit confirmed."

(98 Maine, page 61).

MILFORD WITHEE

vs.

THE SOMERSET TRACTION COMPANY.

Somerset. Opinion July 7, 1903.

*Negligence, Risk not assumed. Electric Railway. Poles,
Placed too near the track.*

During a crowded condition of a trolley-car, by custom and under verbal instructions to the conductor, passengers were received and permitted to ride on the platform and running boards.

In collecting the fares the conductor was obliged to pass along the running board and step around the passengers, relying on the handle bars for support.

While thus engaged in taking fares, the plaintiff, a conductor in the employ of the defendant corporation operating the road, was struck by an inclining trolley-supporting pole which, at the height of plaintiff's head, was nineteen inches from a point vertically above the outer edge of the running board on the easterly side of the track.

The accident pole was twenty-two inches nearer the rail than the average distance of the three hundred and eighty-one poles on the entire line and inclined toward the track six and a quarter inches in a height of six feet.

The plaintiff had been in the employ of the road for four years on its cars and had been previously engaged in setting trolley poles. But he had not noticed the proximity or inclination of the accident pole.

Held; that the defendant company was negligent in making an improper location of the pole.

Held; also, that there was no such want of preponderance of evidence as would justify setting aside the verdict in plaintiff's favor rendered by a jury who heard the testimony and viewed the place of the accident, either on the ground of contributory negligence or assumption of risk.

Motion by defendant. Overruled.

Case for personal injuries. Plaintiff was a conductor on one of defendant's electric cars. The car, which was open, was

crowded and the conductor was collecting fares on the running board when he was struck by a pole at the side of the track supporting the trolley.

The verdict was for plaintiff for \$1,472.08.

Defendant filed a general motion for a new trial alleging the usual grounds.

The facts are stated in the opinion.

Forrest Goodwin, for plaintiff.

Geo. W. Gower, for defendant.

SITTING: . WISWELL, C. J., STROUT, SAVAGE, POWERS, PEABODY, SPEAR, JJ.

PEABODY, J. The plaintiff was a conductor on an electric car used by the defendant corporation on its street railway between Madison village and Skowhegan, in Somerset county, Maine. On the fourth day of July, 1900, when performing the duties of his employment, he was struck by one of the poles erected and maintained by the company for supporting the trolley wires.

The action is brought to recover damages for injuries he sustained, and which he alleges were caused by the negligence of his employer, the defendant corporation. The verdict was for the plaintiff for the sum of \$1,472.08; and the defendant brings the case to this court on motion for a new trial.

The jury must have found, first, that the defendant was guilty of negligence in reference to the plaintiff in the relation of master and servant; second, that the plaintiff did not assume as a risk incident to his employment the special danger of being hit by this particular pole as it was then located; third, that the plaintiff did not contribute to the accident by failure to use due care.

The facts upon which the question of the alleged negligence of the defendant depends relate to two elements of the proposition.

First, as to the location and other conditions of the trolley pole relative to the track and the car on which the plaintiff was serving the defendant as a conductor.

The distance from the inside of the pole to the outside of the rail was forty-four and one-fourth inches, and to the outer edge of the running board on the side of the car nineteen inches

less. The pole inclined toward the track six and one-fourth inches at the height of the plaintiff's head as he stood upon the running board, so that at that height the handle bars on the posts of the car were twenty-four inches from the pole. The average distance from the rail of three hundred eighty-one trolley poles along the line of the road for twelve miles was about fifty-nine and one-half inches. There were six (or possibly nine) poles, a fence and trees, making eighteen objects in all which were slightly nearer to the rail than the accident pole; but they were either vertical or inclined from the track, so that at the height of the conductor's head, with the exception of one pole set in the line of trees, this one was nearest and was about twenty-two inches nearer than the average. An object at this height at a point vertically above the outer edge of the running board would be within nineteen inches of this pole.

Second. The other facts relate to the nature of the plaintiff's service and bear upon the duty which the Somerset Traction Company assumed toward its servant, the plaintiff.

The seating capacity of the open car running at the time of the accident was sufficient for about fifty passengers, but on this day there were from ninety-five to a hundred. They were received on the car in accordance with the usual custom and verbal instructions, as appears from the testimony of the plaintiff, the motor-man, and a former superintendent of the company. In consequence of the crowded condition of the car passengers stood upon the platforms at each end and on the running boards on each side.

The trolley poles were placed in different portions of the road on alternate sides, but the greater part on the easterly side of the track, among which was the accident pole. In taking the fares, which was one of the important duties of the conductor, it was impossible or impracticable when the car was crowded, as on this occasion, for him to collect them while standing on the side opposite the passenger. In passing along the running board for that purpose it was necessary to step around passengers standing upon it and to rely upon the handle bars for support.

The nearness of this inclining pole to the head of the conductor as he was performing this duty was the direct cause of

the injury, and whether the location and maintenance of the pole in its position constituted a failure of the master to provide the plaintiff with a reasonably safe place while performing the service required of him was an important question in issue.

There seemed to be reasons why some of the poles were placed nearer than the average distance; for example, those within the line of trees at the Clough place were naturally located at the same distance as the trees; those near the bridge at the same distance as the trestle; and those at the curves might properly be somewhat nearer than the ordinary distance, because the car inclined away from them. But no reason or explanation is given why the trolley pole in question and those immediately north and south were set nearer than was usual along the electric road.

It is claimed in behalf of the plaintiff that the company by locating this pole and allowing it to remain with a decided inclination toward its cars, fitted with running boards on which passengers were not only permitted but invited to stand when the sitting room was occupied, made it unsafe for the conductor as he passed between the pole and passengers in collecting the fares, and that it was consequently guilty of negligence in reference to him while engaged in the line of his duty. This was properly submitted to the jury for their determination.

In *Nugent v. The Boston, Concord & Montreal Railroad*, 80 Maine, 62, a brakeman in pursuance of the signal for setting brakes was rapidly ascending an iron ladder on the side of a box car, and was brought in contact with the end of the depot awning and suffered injuries.

In his action against the company he recovered a verdict, and upon motion for a new trial, it was held that the presiding justice properly submitted to the jury the question of the defendant's negligence and that of the plaintiff's exercise of ordinary care, and the law court declined to interpose and set the verdict aside.

Illustrations were given by reference to similar cases showing that fair minded men may reasonably arrive at different conclusions upon admitted facts. *Gibson v. Erie Railway Company*, 63 N. Y. 449, 20 Am. Rep. 552; *Illinois Central Railroad Company v. Welch*, 52 Ill. 183, 4 Am. Rep. 593.

These cases are not unlike the case at bar. That last cited was an action against a railroad company by a brakeman for injuries by collision with a projecting awning on one of its station-houses. And it was held that the danger was such as might well escape the observation of a person who had been in the employ of the defendant for a long period of time, and that the company was liable for the damages sustained.

The next proposition to be considered is one of equal importance.

While, by the well established rules of the law of master and servant, the master is under an implied obligation to furnish and maintain for the servant a reasonably safe place for the performance of the duties required and reasonably safe appliances connected with the business, the servant is under like obligation to use due care and to assume all obvious and usual risks incident to his employment.

If the defect was an obvious one, or if the plaintiff knew, or by the exercise of ordinary care ought to have known, that this place was unusually near or inclined toward the track so as [*to be*] liable to hit a person passing another on the running board of the car, the danger was a risk which he assumed and he could not recover for injuries sustained through the negligence of the defendant in reference to its location and continuance.

In *Hall v. Wakefield and Stoneham Street Railway Company*, 178 Mass. 98, a conductor stepping around a person standing on the running board of the car came in collision with a tree. It was held that the tree near the track was a permanent condition of the plaintiff's employment, and that having been employed for some time he took the risk.

In *Goldthwait v. Haverhill, etc., Railway*, 160 Mass. 554, the plaintiff while employed in its car-house by the defendant was injured by having his leg caught between the running boards of two open cars, Barker, J., says: "It (the danger) was not only incident to his employment, but so obviously incident that he must be presumed to have known and appreciated it, and must be held to have accepted as one of the risks of his employment the danger of injury to himself by being caught between cars swinging towards each other on the tracks at the entrance

of the car-house." *Lovejoy v. Boston & Lowell Railroad*, 125 Mass. 79.

In *Ryan v. New York, etc., Railroad*, 169 Mass. 267, the plaintiff descending from a moving freight car in the discharge of his duties as brakeman was injured by coming in contact with a fence three feet and nine and one-half inches from the nearest rail of the track, Holmes, J., says: "The fence which the plaintiff struck was a permanent visible structure, and under our decisions (Mass.) did not constitute one of those unusual dangers to which an employe who has not taken the risk of them with actual knowledge of their existence has a right to assume that he will not be exposed by entering an employment."

In *Ladd v. Brockton Street Railway Company*, 180 Mass. 454, in some particulars closely resembling the case under consideration, the plaintiff while engaged in learning the duties of a street car conductor in the defendant's employment and having had experience on other roads and being familiar with the general duties, was struck while standing on the running board of a moving car by a trolley post and injured. The post by which he was struck was one of several along the same side of the track and about equally distant therefrom, but there was no evidence that they were unusually near the track. It was held that the plaintiff assumed the risk, and upon entering the employment of the defendant he must be held to have contracted with reference to the existing arrangement of the track and trolley posts.

The plaintiff in this case had been employed for four years by the company either as motorman or conductor and had previously been engaged in setting trolley poles, some of them being the identical ones which are located at no greater distance from the track than the pole in question.

He testified that the rule for locating the poles was that the distance from the center of the poles to the center of the track should be eight feet, and that he did not know that there was any deviation except in a few instances where he had observed that the track was moved toward one side of the true location so that the center stakes were not equi-distant from the rails. The poles within the line of trees at the Clough place were known to him to be nearer the track than the usual distance; but these were always kept in mind by his observance of the

requirement of the superintendent that passengers should be warned to avoid being struck by them; no instruction had been given him in reference to this pole; no notice that it was dangerously near the track, and he did not know the fact before the accident.

There is in the case the testimony of one witness which tends to show that the plaintiff did know this, because, as he states, the conductor cautioned the passengers to look out for the pole immediately before he was himself struck by it. And two other witnesses testify to the warning given by him, but not so definitely as to the words, time or place as necessarily to conflict with the plaintiff's testimony that he gave no warning as to poles but that he did so as to trees.

It is contended by the defendant that while the plaintiff may not have appreciated or actually known the danger, his obliviousness to so obvious an object of peril to himself which he had passed thousands of times, several times daily, was more than want of ordinary care which he was bound to use, it was gross carelessness.

But his explanation is that its proximity to the track was not apparent by reason of any marked contrast with the position of other poles north and south of it, as it was in alignment with them; that he had occasion to collect fares usually at points at some distance from it, and had not necessarily passed it while standing on the running board so as to be made conscious of its unusual nearness to the car; and that when not occupied with taking fares his place was in the center of the rear platform; and while he had been employed as motor-man he stood in the center of the front platform, places not favorable for detecting or noticing such a defect. Also, in this connection, it is a relevant fact that the motor-man and former superintendent, men presumably observant and watchful, having the same opportunity and owing the same duty to the company, failed to observe this particular pole before the accident.

Affirmative proof that the plaintiff did not fail to exercise the legal standard of care is required.

In his testimony, in addition to the facts and circumstances already referred to, he states that two passengers were taken on to the east side of the car and stood upon the running board. He had previously collected all the other fares, and for the pur-

pose of collecting the fares of these passengers, he was in the act of passing around one or two persons holding on to the handle bars with both hands in the same manner as he had been accustomed to do, when he was brought in contact with the trolley pole. If his testimony is true, it was the usual course in collecting fares when the car was crowded, and he would have been as free from danger as when collecting fares on the opposite side of the car but for the improper location and maintenance of this trolley pole. But the testimony of a passenger on the car at the time tends to show that the plaintiff was negligent. He states that in passing the witness on the running board, the conductor instead of holding to the handle bars, held to the arm of the witness. This the plaintiff denies. Their testimony is apparently in conflict but is not so necessarily. The plaintiff's left hand must have been released from the handle bar in passing the witness and may have involuntarily pressed against or grasped his arm.

We think the principle of *Nugent v. The Boston, Concord & Montreal Railroad*, supra, applies to this case and that it was for the jury to determine the question of negligence and due care; and although we might upon the evidence as reported have reached a different conclusion on some or all of the propositions involved, it is to be considered that the jury had the opportunity, which we have not had, to view the place of the accident, to observe the poles and other objects called to their attention, and to see the witnesses when testifying.

And a careful review of the case does not show such obvious want of a preponderance of the evidence in favor of the plaintiff as indicates that the jury were improperly influenced or failed to observe the rules given them by the court, nor that the damages are excessive.

Motion overruled.

(98 Maine, page 353).

HARRY N. TWOMBLY,

vs.

CONSOLIDATED ELECTRIC LIGHT COMPANY.

Cumberland. Opinion December 21, 1903.

Master and Servant, Safe Appliances. Repairs. Negligence, Defective Ladder, Fellow-Servant and Foreman.

1. It is the duty of the master to exercise reasonable care in providing suitable appliances for his servants to use, and in inspecting them afterwards, so as to ascertain their condition and, when necessary, to put them into a proper state of repair. And while there are some duties respecting the repair of appliances which the master may so delegate to a servant as to escape responsibility for the negligence of the servant in performing them, there are others which the master may not thus delegate.
2. A forty-foot extension ladder used in the business of an electric light company, is held not to be a common tool or appliance within the meaning of the rules that there is no duty resting on a master to inspect, during their use, those common tools and appliances with which every one is conversant, and that if they wear out and become defective, the employer may rely upon the presumption that the servant using them will first detect the defect, and that the master is not to be held for negligence when the tool is a common one, of the fitness of which the servant is as competent to judge as the master.
3. Nor is the replacing of a dozy or rotten round in such a ladder to be held as such "ordinary repairs" as a workman is usually expected to make, in the absence of proof that the defective condition of the round was known to the servant.
4. While the master may delegate to a servant such ordinary repairs as arise incidently from the use of properly constructed appliances, and such as they must naturally require from time to time by reason of their use, and be relieved from responsibility therefor, *held*; that the replacing of a rotten round in the ladder in this case was not such an ordinary repair.

5. A master, using ladders in his business, cannot escape the consequences of the breaking of a rotten round in a ladder, by merely showing that he had a foreman, and that that foreman had the general oversight of all appliances with the general duty, among others, of seeing that repairs were made, when necessary. The negligence of such a foreman, in the matter of inspecting or repairing such a ladder, is the negligence of the master, and not the negligence of a fellow-servant of the one injured by its breaking.
6. The court is unable to say that the verdict was clearly wrong either as to liability or amount of damages.

Motion by defendant. Overruled.

Case for personal injuries sustained by the plaintiff January 1, 1902, while in the defendant's employ at work upon an extension ladder at a house on Congress street, in the city of Portland.

From the testimony it appeared that the defendant corporation was engaged on the first day of January, 1902, and had been for a long time previous thereto, in generating and transmitting electricity for lighting houses and other buildings in Portland, and for various other purposes, and had lines of poles, or posts, erected upon and along the public streets and highways of Portland for the purpose of transmitting electricity thereon, and the plaintiff was a "lineman" in its employ, and had been from August, 1901, to the day of the accident.

For the purpose of attaching brackets and wires to buildings, at points high up from the ground, the defendant corporation used a forty-foot extension ladder, that is, the part of the ladder that stood upon the ground was twenty feet long and the extension part was also twenty feet long.

At about two o'clock in the afternoon of the day of the accident, the plaintiff, George Moody and John F. Foster, two other men then in the employ of the defendant, were sent to this house by Mr. Phillips, foreman of outside construction, to connect it with wires for the purpose of lighting, Moody being put in charge and control of the work and of the other men.

As it was necessary to put two corner brackets into the corner of the house at a point thirty feet from the ground, the extension ladder was placed on the sidewalk in front of the house

and extended and the top end allowed to lean against the side of the house and near to its northwesterly corner. Plaintiff was sent by Moody up this ladder to put in the corner brackets and attach the wires thereto. This he did.

Foster was sent up a pole standing in the street in front of the house and from which the wires were taken to insert into the house. The plaintiff put in the brackets; and the wires which were thrown to him by Foster from the pole by means of a handline, he fastened to the brackets; the handline, in the meantime, lying on the top of a railing, which was on the roof of a bay window in the second story of the house, the top of which railing was twenty-five feet and nine inches high.

When the plaintiff had completed all the work up there that he was directed by Moody to do, he prepared to descend to the ground and took hold, with his right hand, of the top round in the ladder and placed his left foot over on to the roof of the bay window to enable him to reach for the handline, he got hold of the line in his left hand and made an effort to pull himself back in an upright position on the ladder by his right hand when the round that he had hold of suddenly broke at one side of the ladder and pulled out from the other side and thus threw him over backwards down on to the sidewalk, one of his feet striking the glass in the upper bay window, breaking two lights.

On the way down he caught hold of the top part of the lower section of the ladder with his right hand, changing the position of his body so that his feet were lower than his head, and fell the rest of the distance of twenty feet, striking the sidewalk in a sitting position, but leaning backwards, receiving injuries to his back, right foot, and left arm and hand, from which he has ever since suffered and still suffers, and has not been able to do, and has not done, any labor to speak of since that time.

The jury returned a verdict of \$3,000 for the plaintiff.

Wm. Lyons, for plaintiff.

Counsel cited: *Buzzell v. Laconia Mfg. Co.*, 48 Maine, p. 116; *Dixon v. Rankin*, 14 Ct. of Sessions Cases, 420; *Shanny v. Androscoggin Mills*, 66 Maine, 425; *Gilman v. Eastern R. R. Co.*, 13 Allen, 440; *Hall v. Emerson-Stevens Co.*, 94 Maine, 450; *Donnelly v. Booth Bros. Granite Co.*, 90 Maine, 114.

Damages: *Hunter v. Stewart*, 47 Maine, 421; *Wyman v. Leavitt*, 71 Maine, 227, 229, 36 Am. Rep. 303; *Blackman v.*

Gardiner Bridge, 75 Maine, 216; *Murdock v. N. Y., etc., Express Company*, 167 Mass. 549; *Braithwaite v. Hall*, 168 Mass. 39; *Filer v. N. Y. Central R. R. Co.*, 49 N. Y. 42; *Matteson v. N. Y. C. R. Co.*, 35 N. Y. 491.

Motion: *Kimball v. Bath*, 38 Maine, 222; *Donnelly v. Booth Bros. Granite Co.*, supra; *Frye v. Gas Company*, 94 Maine, 26.

Geo. E. Bird and Wm. H. Bradley, for defendant.

Counsel cited: *Johnson v. Boston Tow-Boat Co.*, 135 Mass. 209; *Rogers v. Ludlow Mfg. Co.*, 144 Mass. 198, 203, 59 Am. Rep. 68; *Rice v. King Philip Mills*, 144 Mass. 229, 59 Am. Rep. 80; *Am. & Eng. Enc. of Law, Master and Servant*; *Wachsmuth v. Electric Crane Co.*, 118 Mich. 275; *Miller v. Railroad Co.*, 21 N. Y.; *Pellerin v. International Paper Co.*, 96 Maine, 388.

SITTING: WISWELL, C. J., WHITEHOUSE, STROUT, SAVAGE, SPEAR, JJ.

SAVAGE, J. Case by servant against master to recover damages for personal injuries.

The plaintiff was employed upon a ladder about twenty-five feet from the ground, and in reaching for a rope with one hand, nearly his whole weight was suspended from a round in the ladder which he held with the other hand. The round broke, and he fell to the ground sustaining injuries. No complaint is made that the plaintiff himself was not in the exercise of due care. But after a verdict for the plaintiff, the defendant now contends, upon a motion for a new trial, that the case shows no want of due care on its own part.

The ladder in question was a forty-foot extension ladder, and was extended at the time of the accident to the plaintiff. There was evidence that an examination of the round after the accident showed it to be dozy on the outside and rotten. The ladder had been in use somewhat more than three years. It seems that the defendant company had no regular rules governing the inspection of appliances. Such inspection and repairs consequent upon it were usually reserved for rainy weather, when the men could not work out of doors. The foreman of construction had general oversight over the appliances, and was under the duty of keeping them in repair. A man was especially delegated to make general repairs, but it does not appear

that it was his duty to make inspections. It is true that the testimony of the defendant tended to show that the rounds of the ladder were of white ash and sound, that an examination of the round after the accident showed it to be well seasoned and sound, that it broke off at both ends by the sides of the ladder, showing fresh breaks, and leaving slivers or "burrs" on the edges of the holes through which the ends of the round had passed; and the defendant's evidence tended further to show that the ladder had been inspected only a few days before it broke, and was found to be all right. And in respect to this testimony, we may add, that if it be reliable, it is utterly incomprehensible how the accident could have happened. The jury certainly were warranted in finding, as they undoubtedly did, that this testimony was not reliable, and that the round was not sound and reasonably safe. And we think it was fairly open to the jury to find that the defective condition of the round might have been discovered had it been suitably inspected. Not perhaps by such an inspection as would naturally be given to it by the workman upon it, whose duty it was to work, not to inspect, and who might lawfully rely upon the presumption that the master had performed its duty; but by such an inspection on the part of the master as reasonably would be necessary to make sure that an appliance upon which the servant was to risk his life or limb every time he used it, was reasonably safe.

The plaintiff testified that the round looked all right as he worked upon the ladder. But even that fact does not show that it was all right, or that the unsafe condition might not have been discovered by suitable inspection, such as was incumbent upon the master, unless in some way relieved from the duty.

But it is contended as a matter of law that the defendant is not liable upon the evidence. It is urged that there is no duty resting on the master to inspect, during their use, those common tools and appliances with which every one is conversant; that if they wear out and become defective, the employer may rely upon the presumption that those using them will first detect the defect; and that the employer is not to be held for negligence when the tool is a common one, of the fitness of which the servant is as competent to judge as the master. And the defendant cites authorities in support of these propositions. But it seems to us that a forty-foot extension ladder is not a common

tool or appliance within the meaning of these rules. A defect in a ladder arising from age or decay might not be discovered by such inspection as a workman is expected to make, and might be upon more careful inspection. To replace a dozy round of a ladder is not, we think, such "ordinary repairs" as a workman using it is usually expected to make, and certainly not unless the defect is brought to the knowledge of the servant. Of course a master may furnish suitable materials for such renovations, and the circumstances in a given case may show that the workman is expected to make his own repairs. And in such case the master is not responsible for the neglect of the workman. But that is not this case. This plaintiff was under no special duty to inspect or repair this ladder, except as rainy day work in common with his fellow laborers, when he might be directed specially to do so.

But the defendant further says that it provided proper persons to see that the ladder was kept in proper condition and to make ordinary repairs and renewals, and that such persons were fellow-servants of the plaintiff; and from this the defendant contends that if by the negligence of any of these persons the ladder was not suitably inspected and properly repaired it was the negligence of the plaintiff's fellow-servants, for which the defendant is not responsible.

While it is generally the duty of the master to use reasonable care in seeing that appliances furnished are reasonably safe, and by repairs are kept reasonably safe, doubtless there are some duties respecting the repair of appliances which the master may so delegate to a servant as to escape responsibility for the negligence of the servant in performing them; and doubtless there are some duties which the master may not thus delegate. The line between these classes of duties must necessarily be shadowy, and any rule stating them must be indefinite. *Rogers v. Ludlow Manufacturing Co.*, 144 Mass. 198, 59 Am. Rep. 68. As was said in *Rice v. King Philip Mills*, 144 Mass. 229, 235, 59 Am. Rep. 80, "It is the duty of the master to exercise due care in employing competent servants, in providing suitable machines, and in keeping them in proper repair, and the master cannot wholly escape responsibility by delegating these duties to a servant. If this could be done, a master might escape all responsibility by employing a competent superin-

tendent to perform all these duties. But there are defects in machinery which are of such a character that the master has been held to perform his duty if he furnishes suitable materials, and employs competent servants, and instructs them to keep the machinery in repair, although the servants neglect to make the repairs, or make them in an improper manner. The master must exercise a reasonable supervision over the manner in which his business is done; but the repairs which machines properly constructed require to keep them in running order may be entrusted to competent servants. They are regarded as incidental to the use of the machines, because they are such as machines in substantially good repair must from time to time need." This case is cited and relied upon by the defendant here. But we think the distinction is obvious. If the test be as suggested in the last sentence quoted, it is that ordinarily, at least, the repairs which the master may delegate are those arising incidentally from the use of properly constructed appliances, such ordinary repairs as they must naturally require from time to time by reason of their use. To replace a rotten round of a ladder is not as we have said, such an ordinary repair. The rottenness, such as is complained of here, is not incidental to the use of a well constructed ladder.

Besides, we think the jury were warranted in finding that the master had not delegated his duties with respect to the inspection and repair of this ladder. It had a man to make repairs, so does every master using machinery. But this man had no duty of inspection. It had a foreman of construction of its lines, and this foreman had general oversight over all as we have already stated, and the making of repairs when needed. So it is in the case of every corporate master using appliances and employing men. To say that a master can escape the consequences of the breaking of a rotten round in a ladder, by merely showing that he had a foreman and that that foreman had the general oversight of all appliances, with the general duty among others of seeing that repairs were made, when necessary, would excuse practically all masters from responsibility in respect of keeping appliances in sound or safe condition. We do not think this is the law. The jury, therefore, upon the whole, were warranted in finding the defendant liable.

The defendant contends that the verdict for \$3,000 was too large, and that it should be set aside on that account. The plaintiff was a competent lineman earning sixty dollars a month at the time of his injury. There was testimony that between the time of the accident and the time of the trial he had been able to do but comparatively little work. His present condition and his probable future condition were also matters for the jury to take into consideration. The defendant says that the medical testimony shows that he had virtually recovered. The jury however were not confined to the medical testimony, and they evidently thought he had not recovered. We cannot say that the evidence did not justify them in their conclusion. And while the verdict seems large, it is not clearly shown to be so extravagant as to justify the interference of the court.

Motion overruled.

(98 Maine, page 361).

COLEMAN WELCH *vs.* BATH IRON WORKS.

Cumberland. Opinion December 26, 1903.

Negligence. Master and Servant, Dangerous Appliances, Dynamite, Duty of Warning Servant not to be delegated, Assumption of Risk.

An employer of laborers may, when necessary for the prosecution of his work, use agencies and appliances which are particularly dangerous to the lives and limbs of those who use them, provided precautions can be and are taken to guard against such dangers, so that by the employment of these precautions the necessary and inherent dangers are reduced to a condition of reasonable safety, and unnecessary dangers can be avoided. Under these circumstances employers are required to exercise great care because of the corresponding great danger to those who are exposed.

And the additional duty is imposed upon an employer, who finds it necessary to adopt the use of particularly hazardous agencies and appliances, of giving full information to his servant, who does not already have that information, of the particular dangers arising from the use of such extraordinary hazardous agencies, and sufficient instructions in relation thereto, to enable him to intelligently determine whether or

not he will accept the dangerous employment, and, if he does, that he may know how to avoid them by the exercise of due care upon his part. This doctrine is based upon the preliminary one that a servant who enters into the employment of another only assumes the risk of such dangers as are ordinarily incident to the employment, and such unnecessary dangers as he knows of and appreciates. The doctrine of assumption of risk has no application to dangers which are not and should not be contemplated by the servant, and certainly does not apply when there is an extraordinary risk of which the servant has no knowledge or warning. This duty of giving notice to a servant is one that cannot be delegated by the master to another so as to escape liability if the notice is not given.

The plaintiff was employed as a common laborer in making excavations in the frozen ground for the purpose of laying the foundations for a new building, dynamite was used to facilitate the work. The plaintiff knew that dynamite was being used, and had a general knowledge of its powerful explosive character, but he had no information in regard to any particular dangers of this explosive or of any means to be adopted to avoid them, and was not aware and had no reason to apprehend that any dynamite was in fact left, or was liable to be left, unexploded. No instructions were given him as to the care to be observed by him, in his work of removing the pieces of frozen earth, to see that none of the dynamite had been left unexploded.

There was evidence tending to show that when a number of charges of dynamite, placed in different holes, are attempted to be all fired by fuses at the same time, there is a liability that some of these charges, for various reasons, will not always explode and that this is not merely a remote possibility of so unusual an occurrence as not to be reasonably anticipated, but something so liable to occur, and so well known to those having experience in the use of dynamite, that care must be taken after every explosion to see that none of the charges were left unexploded, and that this was especially necessary in view of the great danger that a workman might strike one of the unexploded pieces with his pickaxe or shovel. There was also evidence tending to show that

there were other peculiar dangers arising from the use of dynamite in this manner.

On the morning after an explosion of dynamite the day before, used in the manner above described, the plaintiff was directed by the foreman in charge of the crew to go to work with his pick and shovel removing the earth that had been loosened by the explosion, and while so at work an explosion occurred causing him great injury. It is fairly to be inferred that the explosion which did this injury was of a fragment of a dynamite cartridge placed in the ground in the course of blasting the day before, and which had not exploded with the rest.

Held; that under these circumstances a verdict for the plaintiff was warranted by the evidence upon the ground that the defendant had failed to perform its duty to give notice to the plaintiff of the peculiar dangers attending the use of dynamite as it was used in the prosecution of this work, or instructions as to the means to be taken of avoiding such dangers. *Also*, that the damages awarded by the jury are not excessive.

On motion and exceptions by defendant. Overruled.

The gist of the claim as set out in plaintiff's declaration is the alleged negligence of defendant, or its failure; (1) "To use proper diligence to provide a safe and suitable place for the plaintiff to work in, and to surround the plaintiff with proper and suitable safeguards to shield him from danger in the performance of his duty as aforesaid, and especially to see that all dynamite which had been in the holes as aforesaid was properly discharged or removed before calling the plaintiff to clear away the dirt and debris from said holes as aforesaid." (2) In warning the plaintiff of the danger which defendant well knew to exist and of which he was ignorant and did not appreciate.

The grounds of defense as to the facts were: (1) That the accident was of a character not to be reasonably anticipated. (2) That neither the defendant nor its servants could be reasonably expected or required to know or foresee that part of a charge of dynamite might explode and a part remain unexploded. (3) That the foreman and other men in charge of the blasting were competent and skillful for their work. (4) That

the appliances provided and the place of employment were reasonably safe and suitable. (5) That the manner of conducting the blasting was proper. (6) That no incident connected with the blasting, either in the manner of loading or discharging, or the appearance of the ground thereafter, were such as to suggest to a reasonably competent and skillful workman that a piece of dynamite remained in the ground unexploded.

This was an action brought by an employe of defendant corporation to recover damages for injuries sustained by him while at work upon the defendant's premises January 4, 1899.

Plaintiff with other employes of the defendant corporation was engaged in clearing away the ground for foundation for the new machine-shop. Certain of the crew were blasting the frozen dirt which the defendant and others broke up with picks and carried away in barrows. On the morning of January 4th, defendant was set at work, by the foreman directing the men, at a spot where, the day previous, some charges of dynamite had been exploded, and while using his pick presumably struck a small piece of dynamite which remained in the ground after the aforesaid blasting and sustained injuries complained of.

The jury returned a verdict for the plaintiff for \$5,000.

* * * * *

SITTING: WISWELL, C. J., WHITEHOUSE, SAVAGE, POWERS, PEABODY, SPEAR, JJ.

WISWELL, C. J. The plaintiff was employed by the defendant, and was engaged, with a crew of men, in making excavations for the purpose of laying the foundations for a machine-shop that the defendant proposed to build. The work was being done during the winter season when the ground was frozen hard to a depth of about two feet; it was therefore necessary, in making these excavations, to use some explosive, and dynamite was used for that purpose. On the day preceding the accident to the plaintiff, four holes had been drilled in the frozen ground several feet apart, and one whole cartridge of dynamite, some eight inches in length, and a short piece of cartridge, two or three inches in length, were inserted in each hole, the whole cartridge being placed upon top of the smaller one, and was to be discharged by means of a fuse with which

it was connected; the lower piece of cartridge was not connected with the fuse but was intended to be exploded by the concussion caused by the explosion of the upper cartridge. The charges in the four holes were then all attempted to be fired at the same time, and it was supposed at the time that all of the charges of dynamite were exploded upon this occasion, but subsequent developments show that this was not so. The next morning the foreman in charge of the crew directed the plaintiff to go to work with his pick and shovel removing the earth that had been loosened by the explosion of the day before; while so at work an explosion occurred causing the plaintiff great injury. It is fairly to be inferred that the explosion which did this injury was of a fragment of a dynamite cartridge placed in the ground in the course of blasting the day before, and which had not exploded with the rest.

The plaintiff was a common laborer and was so employed upon this occasion. He knew that dynamite was being used in the work of making the excavations of the frozen earth, and had a general knowledge, from his experience while at work in this place, of its powerful explosive character, but he had no information in regard to any particular dangers of this explosive, or of any means to be adopted to avoid such dangers, and was not aware and had no reason to apprehend that any dynamite was in fact left, or was liable to be left, unexploded. No instructions were given him in regard to the care to be observed by him, in his work of removing the pieces of frozen earth, to see that no pieces of the cartridges had been left unexploded.

The plaintiff claims that the defendant is liable to compensate him for the injuries sustained by him because of negligence upon its part or upon the part of its servants for whom it was responsible. He also claims that the defendant was in fault, and on that account liable to him, in not giving him the necessary information in regard to the dangers to be apprehended from the use of dynamite, and the manner to avoid them. The trial of the case resulted in a verdict for the plaintiff.

So far as the first proposition is concerned, for the reasons briefly stated below, we do not consider it necessary to enter into a discussion of the principles, so frequently stated by this court, relative to the respective duties and obligations of master and servant, ordinarily existing. The defendant, so far as the

evidence shows, properly performed the duty imposed by law upon it, by exercising reasonable diligence in providing a safe and suitable place for the plaintiff to work, and in furnishing proper appliances, when properly and intelligently used, to work with. There were no concealed dangers, and, in fact, no dangers at all in the place where the plaintiff and his collaborators were set to work when the work of blasting first commenced. It does not appear that the explosive used was defective or unsuitable, and there is no objection to the use of dynamite in making such excavations as these, provided all reasonably proper and safe precautions are used, and when those who are entrusted with its use, and those who may be exposed to danger thereby, have the necessary information in relation to its particular dangers so that such dangers may be avoided, or so that a servant may be able to intelligently determine as to whether or not he will accept the employment with its consequent dangers.

It seems evident from a careful examination of the case that the immediate negligence which caused the unexpected explosion was the failure to make such an examination, after the intended explosion of the preceding day, as was necessary to ascertain if any of these pieces of dynamite were left in the ground unexploded. It is true, that because of the failure to make this examination, when the plaintiff went to work on the next morning, the place was unsafe, but this negligence whereby the place became unsafe, it having been a proper and suitable place when the work of excavating first commenced, was the negligence of those engaged in the operation, that is, negligence of some fellow-servant of the plaintiff, a negligence which the plaintiff assumed when he entered into this employment, under the well settled doctrine of this State. Even if this failure to do what was necessary in this particular was the negligence of the foreman who had the immediate charge of the work and control of the crew there engaged, it was still the negligence of a fellow-servant, because although the foreman was in immediate charge of the work, and was superior in rank to the plaintiff, he was still a fellow-servant with the plaintiff, and in the performance of the duties entrusted to him, he was not engaged in the discharge of the particular and personal duties which the master owes to his servants, and which

he cannot delegate to another so as to be relieved from liability. He was not, while in charge of this work, a vice-principal acting in the place of his principal, for the reasons frequently stated in previous decisions of this court. See *Small v. Allington & Curtis Manufacturing Company*, 94 Maine, 551.

So that, if the decision of this case depended upon the question as to whose negligence immediately caused the explosion and the consequent injury to the plaintiff, and if there was no other alleged failure upon the part of the defendant to perform a duty which it owed to the plaintiff, we should be constrained to hold that the verdict for the plaintiff was not warranted by the evidence. But this is not the only, nor, perhaps, the principal fault of the defendant that the plaintiff relies upon, and we do not think that these well settled principles which we have referred to relative to the negligence of a fellow-servant, and as to when and under what circumstances a superior servant is still a fellow-servant of the one injured, are decisive of the case.

It is undoubtedly true that an employer of laborers may, when necessary for the prosecution of his work, use agencies and appliances which are particularly dangerous to the lives and limbs of those who use them, provided precautions can be and are taken to guard against such dangers, so that by the employment of these precautions the necessary and inherent dangers are reduced to a condition of reasonable safety, and unnecessary dangers can be avoided. It is, of course, true that under these circumstances employers are required to exercise great care because of the corresponding great danger to those who are exposed.

And an additional duty, one that is to be particularly considered here, is imposed upon an employer who finds it necessary to adopt the use of particularly hazardous agencies and appliances, of giving full information to his servant, who does not already have that information, of the particular dangers arising from the use of such extraordinarily hazardous agencies, and sufficient instructions to enable him to intelligently determine whether or not he will accept the dangerous employment, and, if he does, that he may know how to avoid them by the exercise of due care upon his part.

We quote from and refer to a few of the many cases wherein this well recognized principle has been stated. In *Mather v. Rillston*, 156 U. S. 391, it was said by the court: "So, too, if persons engaged in dangerous occupations are not informed of the accompanying dangers by the promoters thereof, or by the employers of laborers thereon, and such laborers remain in ignorance of the dangers and suffer in consequence, the employers will also be chargeable for the injuries sustained." In *Leary v. Boston & Albany Railroad Company*, 139 Mass. 580, 52 Am. Rep. 733, this is the language used: "Where an employer knows the danger to which his servant will be exposed in the performance of any labor to which he assigns him, and does not give him sufficient and reasonable notice thereof, its dangers not being obvious, and the servant, without negligence on his part, through inexperience, or through reliance on the directions given, fails to perceive or understand the risk, and is injured, the employer is responsible." In *O'Connor v. Adams*, 120 Mass., 427, it was said: "Upon a careful examination of the report, the court is of opinion that there was evidence tending to show that the defendants' agents put the plaintiff in a place of peculiar danger, of which he had no knowledge or experience, without informing him of the risks, or instructing him how to avoid them. That question was proper to be submitted to the jury." In *Wheeler v. Wason Manufacturing Company*, 135 Mass. 294, the court said: "We are of opinion that the duty resting upon the master is not merely one of reasonable care and diligence to give a proper notice; but that he is responsible in case the servant suffers through a want of receiving a proper notice of the risks to which he is exposed. The servant does not assume, and is not to bear the risk of, unknown and undisclosed perils." This court in *Wormell v. Maine Central Railroad Company*, 79 Maine, 397, 405, 1 Am. St. Rep. 321, thus stated the doctrine: "Moreover, the law implies that where there are special risks in an employment of which the servant is not cognizant, or which are not patent in the work, it is the duty of the master to notify him of such risks; and on failure of such notice if the servant, being in the exercise of due care himself, receives injury by exposure to such risks, he is entitled to recover from

the master whenever the master knew or ought to have known of such risks."

This doctrine is based upon the preliminary one that a servant who enters into the employment of another only assumes the risks of such dangers as are ordinarily incident to the employment and such unnecessary dangers as he knows of and appreciates. *Mundle v. Hill Manufacturing Company*, 86 Maine, 400. But the doctrine of assumption of risks has no application to dangers which are not and should not be contemplated by the servant, and certainly does not apply when there is an extraordinary risk of which the servant has no knowledge or warning. See *Burke v. Anderson*, 69 Fed. Rep. 814, 16 C. C. A. 442. Moreover this duty of giving notice to a servant of such perils is one that cannot be delegated by the master to another so as to escape liability if the notice is not given. So that, while in the ordinary work of making these excavations the foreman was a fellow-servant of the plaintiff, still, if the duty to inform the laborers of the unusual and peculiarly hazardous dangers arising from the use of dynamite that was adopted, was delegated to the foreman, and he failed to give such information and instruction as were necessary, it would be the fault of the employer.

We think that there was sufficient evidence to authorize the jury in finding that the defendant failed to perform this duty. There was evidence to the effect that when a number of charges of dynamite, placed in different holes, are attempted to be all fired by fuses at the same time, there is a liability, well known to those having experience in the use of dynamite, that some of these charges, for various reasons, will not always explode; and that this is not merely a remote possibility of so unusual an occurrence as not to be reasonably anticipated, but something so liable to occur that care must be taken after every explosion to see that none of the charges were left unexploded, and that this was especially necessary in view of the great danger that a workman might strike one of these unexploded pieces with his pickaxe or shovel. There may also have been some danger from the fact that one whole cartridge and a piece of another cartridge were placed in the same hole, the whole cartridge being the only one connected by a fuse. One of the witnesses at least, who had had special experience and knowledge upon

this subject, testified that if dirt got between the connected cartridge and the unconnected piece, there was a liability of the latter not being fired by the explosion of the former. It is evident in this case that all of the dynamite used in the blasting of the preceding day was not exploded, because in addition to the piece that probably did the injury to the plaintiff, the foreman of the crew after this accident found still another unexploded piece of cartridge, rather a strong commentary upon the necessity of careful examination after each firing of the blast.

But as to these dangers, if they in fact existed, no information or instructions whatever were given to this plaintiff. The master who used this dangerous explosive, the use of which was attended, it is claimed, with these peculiar dangers, should have known of their existence, and should have also assumed that the plaintiff, a common laborer, had no knowledge concerning them, or at least have made inquiries in relation thereto. When the plaintiff entered into this ordinarily safe employment of picking and shovelling earth, he undoubtedly assumed the ordinary and apparent dangers that were connected with the use of dynamite, but he did not assume the risk of a peculiar danger of which he had no knowledge whatever. If information had been given him as to these dangers and the methods of avoiding them so far as possible, it is quite possible that he might not have accepted the employment with the accompanying risks, or if he had accepted it with the necessary information, he might have exercised great care to avoid the danger, either by making himself a careful examination to ascertain if there were any unexploded pieces of dynamite left, or by seeing that some person who was competent to make this examination had done so before he placed himself in a position that was otherwise perilous.

Whether or not these dangers that have been referred to in fact existed was a question for the jury; they have decided that question in favor of the plaintiff, because the charge of the presiding justice shows that this was the principal question submitted for the determination of the jury. This was a question of fact, peculiarly within the province of the jury, and while it is possible that we might come to a different conclusion if this question was originally submitted to our determination,

we do not feel by any means certain that the finding of the jury in this respect was clearly wrong.

It cannot be seriously contended that the damages awarded by the jury for the injuries sustained by the plaintiff, the entire loss of one eye, injury to the other, more or less impairment of hearing, and other injuries of less importance, were excessive.

Various exceptions were also taken to the instructions given by the presiding justice and to his refusal to give certain requested instructions, but these exceptions have not been argued, except so far as they were necessarily involved in the motion for a new trial. The first exception was to the refusal of the presiding justice to direct a verdict for the defendant; this of course cannot be sustained if the jury were authorized to find for the plaintiff upon any of the grounds submitted. Certain other requested instructions were not given in the language of the requests but the charge, which is printed as a part of the case, shows that so far as necessary and material they were given in substance, and to the instructions given, we find no ground for complaint or exception.

Motion and exceptions overruled. Judgment on the verdict.

(98 Maine, page 523).

DAVID S. KIRSTEAD vs. FRANK BRYANT, AND ANOTHER.

Somerset. Opinion March 25, 1904.

Negligence. Defective machinery. Evidence. Burden of Proof.

No connection between cause proved and effect claimed.

In an action to recover damages caused by defective machinery the burden of proof rests upon the plaintiff to show that the injury received was occasioned by the defect as claimed.

This he may do either by direct proof or reasonable inference from the facts and circumstances in the case.

The plaintiff was injured by the sudden breaking of the eccentric rod of an engine and while he was at work with it. He claimed that the defective condition of the engine was the direct cause of the breaking of the eccentric rod and consequently the proximate cause of his injuries; and he thereupon contended that there was something wrong which was indicated by the pounding of the engine.

Held; that the plaintiff has failed to produce evidence of the fact that the pounding and the breaking of the eccentric rod were produced by one and the same cause.

The testimony shows conclusively that the pounding was in the cross-head; therefore, the cause of the pounding could not be the cause of the accident. Hence there is no connection between the cause proved and the effect claimed.

Motion for new trial. Motion sustained.

Case for alleged negligence arising from defective machinery.

After verdict for the plaintiff the defendants filed a general motion for a new trial.

The case is stated in the opinion.

Forrest Goodwin, for plaintiff.

Geo. H. Morse and J. W. Manson, for defendant.

SITTING: WISWELL, C. J., WHITEHOUSE, STROUT, SAVAGE, POWERS, SPEAR, JJ.

SPEAR, J. This is an action in which the plaintiff seeks to recover damages for personal injuries received by the sudden breaking of the eccentric rod in the engine upon which it was the duty of the plaintiff to do certain work. He alleges, in substance, in his writ, that the engine upon which he was at work was defective and out of repair and that before the accident the defendants had due notice of the defective condition of the engine, and that although they had ample time in which to repair it, they neglected so to do; and that said defective condition of the engine was the direct cause of the breaking of the eccentric rod and consequently the proximate cause of the injuries received by him.

The verdict was for the plaintiff in the sum of \$500. The defendant on motion seeks to set this verdict aside as against the evidence. The only evidence which the plaintiff produced tending to show a defective condition of the engine was an unusual noise made by the engine, defined by the witnesses in the case as "the pounding of the engine." The evidence is undisputed that the engine was but two years old, of proper construction and without any known defects or want of repair, except the pounding, which developed and first appeared the day before the accident. The plaintiff describes the discovery of the pounding as follows: "On the morning of the 16th of

January, 1899, I was firing and working there as usual and I noticed the sound then of the engine. I had been at work in front of the furnace and had started back and Mr. Bryant came in and I told him there was something wrong with the engine." Mr. Bryant was one of the defendants and owners of the engine. The plaintiff testifies that the next morning, the 17th day of January, "I got up as usual and got up my steam and started up the engine as usual." Then he was asked "Whether or not she was pounding in the morning," and he answered, "Yes, just the same." There is no intimation nor claim on the part of the plaintiff, in his testimony, or on the part of any witness, in the whole case, that there was any other evidence or indication of a defect or want of repair in the engine except that disclosed by the pounding. Nor does the plaintiff's counsel so claim. In his argument he says, "the plaintiff is not able to say just what caused the pounding or just what caused the accident. His contention is that there was something wrong with the engine which *was indicated by the pounding of the engine.*" Therefore, the only question to be determined in this case is whether the cause which produced the pounding is the cause which produced the breaking of the eccentric rod.

The burden rests upon the plaintiff to assume the affirmative of this proposition. It is his duty to show, either by direct proof, or reasonable inference from the facts and circumstances in the case, that the pounding and the breaking of the eccentric rod were produced by the one and the same cause. We think he has failed to produce any evidence of this fact.

We will now consider the testimony of the plaintiff's witnesses with respect to its tendency to prove that the cause of the pounding was the cause of the accident. Mr. Goodrich succeeded the plaintiff in running the engine after it had been repaired by the substitution of a new eccentric rod and eccentric strap. The engine continued pounding and a Mr. Hersey was called in to fix it, and Mr. Goodrich, the plaintiff's witness, testifies as to what was done to remove the cause of the pounding, as follows: "Q. After you begun to run the engine, did Mr. Hersey come to fix it so far as the pounding? A. I believe so, about two days, it might have been a little longer. Q. Within two days after the accident? A. Yes, sir. Q. Do you know what part of it he adjusted? A. Something

about the cross-head, the piston. Q. This is the cross-head? A. Supposed to be, yes, sir. Q. The pounding was something there that he put the wrench on and stopped? A. I don't know where the pounding was, but that is where he worked. Q. That is where he worked and the pounding stopped? A. Yes, sir." He also said: "It was pounding about as near as I could remember, when Mr. Hersey came to fix it, as it was the afternoon before the accident. It was pounding very near the same." This testimony shows in two ways that the cause of the pounding was not the cause of the accident. First, because the repair made by Mr. Hersey, which stopped the pounding, was not and was not claimed to be the defect which caused the accident. Second, because the cause of the pounding continued just the same after the accident, until it was removed, as before; although, in the meantime, complete repairs had been made upon the eccentric rod and strap, which would immediately, after being made, have removed the cause of the pounding, if it had been due to any of the connections with them; but such repairs did not stop the pounding, hence the conclusion it was not there. But the pounding did stop immediately upon the repair of the cross-head, hence the conclusion that the cause was in the cross-head.

Mr. Hersey, who made the repair that stopped the pounding, testified as to what he found and did, as follows: "Q. Did you find what caused the noise? A. I did. Q. State what caused the noise? Mr. Goodwin: What do you mean before the accident? Q. After the accident? A. The noise was just the same before and after the accident. Q. You say, after the accident, after the machine was repaired, you noticed the same noise you noticed before the accident? A. Yes, sir. I located it accidentally. I was there after the repairs and saw that the engine was running all right. I stopped the engine to feel my repairs over, and when I started the engine, or whoever did, when the engine was started, I went round on the other side of the engine, and in going round there, I done what I most always do, I felt of the crank to see if the crank was adjusted right. I passed down to the cross-head, and felt the cross-head over. In feeling of that cross-head my finger touched that nut. I thought I felt a little movement in the nut. I felt of that nut, and the nut was loose enough so that I could move it with

my hand. * * * I went over and got a wrench and put the wrench on it. I did not turn down the wrench any, I simply put the wrench on the nut to see if the nut was loose, and I found the nut a little loose, and I tightened the nut up. Q. Did you hear any noise after that? A. No. I didn't hear any noise after that. The noise was stopped. That particular noise was stopped." This testimony as to the continuation of the pounding and what stopped it, is in exact accord with that of Mr. Goodrich, the plaintiff's witness, who succeeded the plaintiff in running the engine, and, it seems to us, establishes beyond question the conclusions drawn from his testimony, that the cause of the pounding, both before and after the accident, was in the cross-head.

In order to apply the testimony of the following witness to the cause of the accident, it may be well, at this point, to observe how this engine was constructed with respect to the location of the cross-head and piston-rod with reference to that of the eccentric rod and strap, inasmuch as the eccentric rod and strap were the only things about the engine which broke. The engine stands firm upon its foundation. The piston-rod and cross-head are by themselves upon one side of the engine, and the eccentric rod and strap upon the other side. Mr. Houghton, the witness called by the plaintiff, as an expert machinist of twenty-five years' experience, testified on cross-examination as follows. "Q. Suppose the pounding was in the end of the cross-head, would you consider that dangerous? A. It is liable to break something there because the whole force of the engine is applied to the cross-head. Q. What would that be apt to break? A. That is something that could not be determined by calculation what part of the cross-head might break. The connecting rod might break, the piston-rod might break, it would break in the weakest part, and that is hard to determine. No two engines ever break alike. Q. Would it have any tendency to break that wheel? A. No. Q. What would it break? A. If it was on that side, the first place would be the cross-head, one or the other of those connections." He means by "that side" the cross-head side of the engine. But nowhere does he intimate that a pounding in the cross-head side would break the eccentric strap or rod or anything else on the eccentric side. But the testimony shows conclusively that the

pounding was in the cross-head; therefore, the cause of the pounding could not be the cause of the accident. There is no connection between the cause proved and the effect claimed. The above conclusions are drawn from the testimony of the plaintiff's own witnesses, corroborated by the testimony of Mr. Hersey, who made the repairs. The testimony of the defendants' witnesses all tends to support the above conclusion, and to present a theory of how the accident occurred, but as the plaintiff's own testimony fails to show that the proximate cause of the accident was the "pounding of the engine," it is unnecessary to consider the defendants' evidence.

Motion sustained. Verdict set aside. New trial granted.

The final docket entry of this case is,—September term, 1904, "Verdict not guilty. Costs taxed at \$327.45. Execution issued December 6, 1904."

(99 Maine, page 112).

JOHN E. BEAL *vs.* EDWARD BRYANT AND ANOTHER.

Knox. Opinion June 7, 1904.

Negligence. Master and Servant. Duty of master to furnish safe appliances. When this duty may not be delegated. Fellow-Servant.

The plaintiff was injured by the fall of a platform upon which he was at work for the defendants. The defendants knew that certain materials were required with which to secure the platform in place. They themselves had no materials, furnished none, and attempted to furnish none, but expected and intended that the fellow-servants of the plaintiff would use the identical fore throat-halyards of a certain vessel which they did use for that purpose. An examination of the halyards would have revealed the fact that they were old and rotten, unsafe and unsuitable, but no examination was made. *Held*; that if the workmen in furnishing these halyards for the use to which they were put acted by the authority of the defendants, they stood in place of the defendants in discharging a duty owed by them to their servants.

Also; this duty, to furnish their servants with safe and suitable materials and appliances with which to perform their work, could not be delegated so as to relieve the defendants from responsibility for negligence in its performance to the plaintiff, who had nothing to do with securing the platform and first came to work upon it after it was in place.

In such case, while the men who secured the platform were the fellow-servants of the plaintiff in the use which they made of the halyards after they were furnished, they did not sustain that relation to him in furnishing the halyards.

Exceptions by plaintiff. Sustained.

Action by plaintiff for personal injuries suffered by him, in the defendant's employ at the defendant's plant in Rockport, Knox county, May 28, 1902, by the giving way of rope supporting one corner of a coal stage, and his falling into the hold of the vessel then being unloaded.

The case was opened to a jury, and upon the evidence being taken out, on motion of the defendants, the presiding justice instructed the jury to render a verdict for the defendants. The plaintiff took exceptions to this instruction of the court, contending that the case should have been submitted to the jury.

The case appears in the opinion.

Declaration. In a plea of the case, for that heretofore, to wit:—on the 28th day of May, 1902, at said Rockport, to wit:—at said Rockland, the said defendants were, and for a long time prior thereto had been, and still are engaged in the business of burning lime from lime-rock, and carrying on other business connected therewith.

That in the prosecution and conduct of said business and burning said lime, the said defendants use and have a large amount of coal, which said coal is brought to the premises operated and controlled by said defendants and upon which said business is conducted by means of vessels, and is unloaded from said vessels onto the wharf on said premises, and the said defendants in order to so unload said coal, had on or before said day erected and had under their control, maintenance and management upon said wharf, and projecting over the vessel from which coal was then and there being unloaded by said defendants, a run or stage, elevated at a great height above the deck of said vessel, to wit:—at a height of 20 feet.

That the plaintiff was upon said day employed by said defendants for hire, to work upon said stage and assist in unloading said coal from said vessel; in which said work it was the duty of the plaintiff to wheel a barrow to the end of said stage projecting over the hatch of said vessel there to assist in dumping coal into said barrow when it should be hoisted from said vessel, and to wheel the same and dump it upon said wharf occupied by said defendants.

And the plaintiff avers that it was then and there the duty of said defendants for the protection and safety of their servants at work thereon to exercise reasonable care in the construction and erection of said stage and the supports thereof, and in selecting the material therefor, and to exercise like care to have, keep and maintain the same in a safe and suitable condition for unloading said coal.

That said defendants had constructed said stage and sent the plaintiff to work thereon, and in constructing the same had supported the outer or projecting end of said stage by the halyards of said vessel, which said halyards were defective, decayed, unsafe and unsuitable for said purpose; all of which was well known to the said defendants, or by the exercise of reasonable care might have been known to them.

And the plaintiff avers that upon said day, while he was in the exercise of reasonable care and in performing his duties aforesaid was standing upon the outer edge of said projecting stage, without any knowledge or means of knowledge, of the defective, decayed, unsuitable and unsafe condition of the ropes by which said stage was supported, the rope, or halyard which supported one of the outer corners of said stage suddenly broke because of its insufficiency for the purpose for which the defendants had made use of it, and the plaintiff was thereby projected and thrown into the hold of the vessel, falling a long distance, to wit:—a distance of thirty feet, and striking in the bottom of the hold of said vessel, and upon the beams therein, whereby he was greatly bruised, injured and shaken up, and his back and side were greatly strained and his spine injured, and he suffered and will continue to suffer great pain, both of body and mind; has expended and will be obliged hereafter to expend large sums of money in medical attendance and nursing; since said injury has been and will continue to be wholly

disabled from performing bodily labor and earning a livelihood for himself and his family; and is permanently disabled by the injuries so by him suffered by the fault of said defendants, and which were not contributed to in any degree by fault on his part.

C. E. and A. S. Littlefield, for plaintiff.

Counsel argued: (1) That whether the master undertook to furnish a completed structure, and therefore in putting up the stage the employes were doing the duty of the master in the case at bar, is a question of fact to be passed upon by the jury. (2) The master delegated to the servant not simply the duty of selecting from material furnished by him, and is therefore responsible for the material negligently furnished, and (3) If we assume that the master furnished all the materials on board of the vessel for supporting the stage, there is still evidence that the material furnished was unsuitable for the purpose and the master is therefore liable as not having furnished suitable material. Incidentally, we say that the plaintiff being sent to work on the stage after it was a completed structure is entitled to recover against the defendant, because as to him at least the defendants furnished the stage as a completed structure and are responsible for the sufficiency of it.

D. N. Mortland, for defendants.

The plaintiff was a fellow-workman with all others of that crew of men. The rule is stated in *Kelley v. Norcross*, 121 Mass. 508, and cited in case of *Donnelly v. Booth Bros. & Hurricane Isle Granite Co.*, 90 Maine, 110, that when the master does not undertake the duty of furnishing or adapting the appliances by which the work is to be performed, but this duty is intrusted to or assumed by the workmen themselves, within the scope of their employment, he is exempt from responsibility if suitable materials are furnished and suitable workmen are employed.

Whatever machinery or appliances used, were selected by plaintiff's co-workmen or employes, under no orders or directions from the masters or their agent directly or indirectly. Whatever these co-workmen selected and used, belonging to the defendants, was good and suitable for the purpose. The fall or halyards that broke or parted, which was the cause of the

accident, was not furnished or used by this crew by any order or direction of the defendants or their agent, but was selected and used without any instructions whatever by plaintiff's co-laborers or workmen, who were competent to determine what materials were or were not suitable.

The evidence shows that Mr. Arey, the agent of Bryant & Kent, intrusted the work of discharging the cargo to his employes or workmen, leaving it to them, they being competent and experienced men, to provide the structure and appliances required for its prosecution. If this be so, we contend he was responsible only for care in the selection of the men to do such work and for the safety of materials furnished to them by him. As stated in the opinion in case of *Arkerson v. Dennison*, 117 Mass. 412, "If the employer directs his workmen to do certain work, leaving it to them to provide the structures and appliances required for its prosecution, he may be responsible only for care in the selection of the men and materials assigned for it." In *Adasken v. Gilbert*, 165 Mass. 443, the court say in the opinion, "As there was no evidence that the defendant undertook to furnish the staging as a completed structure, but intrusted the making of it to the intestate and his fellow-servants, the defendant is not liable, if there was no defect in the rope." In *Colton v. Richards*, 123 Mass. 484, the court held that if the defendant employed competent men to take charge of the erection of that building and of the necessary staging out of which material a fellow-workman, not under the superintendence of the defendant or his agent, selected a defective put-log which broke after the staging was erected by which the plaintiff was injured, that the defendant was not liable if he used ordinary care and prudence in the selection of competent workmen and materials from which the staging was made. In the case at bar, the defendant did not in fact by any order or direction furnish any structure or any portion of it, but permitted the use of whatever the workmen selected and saw fit to use, they being competent men to do that work and to select suitable materials for such purpose. "It is a familiar rule (as the Massachusetts court says) that one who enters the service of another takes upon himself the risks incident to the employment, including the risk of negligence of fellow-servants employed in the same service." *Killea v. Faxon*, 125 Mass.

486. These men so employed to erect the staging and select the apparatus for the purpose, were all fellow-servants with the plaintiff, as held in *Rounds v. Carter*, 94 Maine, 535; *Kennedy v. Spring*, 160 Mass. 203; *Hoppin v. Worcester*, 140 Mass. 222; *Nelson v. Du Bois*, 11 Daly, (N. Y.) 127. There is no evidence in this case that the defendants undertook, directly or indirectly, to furnish the stagings or materials as a completed structure. The breaking or parting of the halyards of the vessel caused the accident. These halyards were selected and used for the purpose by the plaintiff's co-laborers, men too, competent and experienced in the construction of stagings of that kind and in knowledge as to the strain to which the rigging was or would be subjected. Instead of asking for other or more suitable rope or rigging, they voluntarily used the halyard of the vessel without orders or directions to do so. There is nothing in plaintiff's declaration or in the evidence that shows incompetency on the part of the co-workmen so employed. As remarked by this court in the opinion in case of *Pellerin v. International Paper Co.*, 96 Maine, 391: "There is no evidence that the defendant undertook to furnish the staging in question for the workmen as a completed structure. The company did not assume the responsibility of adapting specific hooks or planks to the construction of a particular staging. On the contrary, it satisfactorily appears that, that duty was intrusted to the workmen engaged in painting the ceiling, and assumed by them as within the scope of their employment. The plaintiff's fellow-workmen obtained the hooks and the planks from the company's storehouse and erected the staging themselves. There is no suggestion that they were not competent workmen. Under such circumstances, if the plaintiff's fellow-workmen failed to exercise due care in the adjustment of the planks to the hooks, and the accident resulted from that cause, the defendant company is not responsible," and cites case of *Kelley v. Norcross*, supra, approvingly and like authorities on the same point. The mere fact, that the plaintiff may have sustained an injury while in the employment of the defendants or upon their premises, raises no presumption of wrong on their part and is not of itself sufficient upon which to found a verdict. *Nason v. West*, 78 Maine, 255.

SITTING: EMERY, STROUT, SAVAGE, POWERS, PEABODY, JJ.

POWERS, J. Exceptions to the ruling of the presiding justice directing a verdict for the defendant.

There was evidence tending to show the following facts:

The defendants operated a quarry at Rockport. They were unloading coal from the schooner "Perry" lying at the wharf. The mode of unloading coal was over a platform belonging to the defendants, consisting of a movable stage and a permanent run, one end resting upon the wharf and the other was attached to and supported by the vessel's throat-halyards. This end extended over the hatch between the foremast and mainmast, and was elevated above the deck. The coal was hoisted from the hold, dumped into the wheelbarrows on the end of the stage and wheeled thence over the stage and run to a pile upon the wharf. The plaintiff was in the employ of the defendants as a common laborer, doing such kind of work as he was directed to do. On May 28, 1902, he was injured by the fall of this stage on which he was engaged in the wheeling of the coal from the schooner. The fall was caused by the breaking of the fore throat-halyards which supported the right-hand corner of the front end of the platform above the hatch. The platform and the load upon it weighed from one to two tons. It had been put in position in the morning at the beginning of the work of unloading the coal and fell about two o'clock of the same day. While in position, a considerable amount of coal had passed over the platform. George E. Arey had charge of the defendants' business at Rockport, and hired and discharged the men. The platform was put up on this occasion by his direction. The night before he telephoned to one Bracey to get shovelers, come over in the morning, put up the gear and discharge the vessel. The platform was put up by two of the men whom Bracey brought with him to work for the defendants in discharging the schooner. These men used the halyards for supporting the stage. The defendants furnished no other materials for that purpose, and Mr. Arey expected the men to use the vessel's halyards for holding up the stage, and the defendants had no materials for that purpose. The plaintiff had nothing to do with putting up the stage. His general employment was jobbing, and when he worked wheeling he was paid extra compensation. He had been employed the day before in discharging another cargo of coal, the only prior instance of his doing that

work for the defendants. When he got through, nothing was said to him about working on any other coal vessel, and he went to work that afternoon planking over the run and was engaged in doing that work the following morning while the platform was suspended by the other workmen. The first orders he had to have anything to do with discharging the "Perry," was after the run was repaired and the other workman had started in to discharge the coal, after the platform was erected and in place. He had no knowledge of the condition of the ropes which supported the platform. There is no claim that any want of care on the part of the plaintiff contributed to the accident. The superintendent, Mr. Arey, was present for a longer or a shorter time at the wharf during the placing in position of the platform, but at no time gave any direction in regard to it other than what was contained in his telephone message to Bracey. An examination of the halyards would have shown that they were old and rotten. No examination of them for the purpose of ascertaining if they were suitable was made by any one. Arey did not put anybody in charge of putting up the stage, but the gang were to put up what was necessary without any further instructions from him.

The adjusting and securing the platform in place was incidental to and a part of its contemplated use, one of the ordinary duties of the workmen and a part of the work which they were engaged to do. In doing this, they acted as fellow-servants of the plaintiff and the defendants would not be liable for their negligence in the manner of doing it. They simply adapted the platform to use by means incidental to its use, work which may properly be intrusted to servants. It matters not that the stage was already secured in position before the plaintiff was set to work discharging the coal. "An employer under such circumstances owes one who is about to enter his service no duty to inspect all the work which has been done by his servants previously, and which may ordinarily be intrusted to them without liability to his fellow-servants." *O'Connor v. Rich*, 164 Mass. 560, 49 Am. St. Rep. 483; *Butler v. Townsend*, 126 N. Y. 105.

It is familiar law, however, that the risks arising from the negligence of fellow-servants, which a servant assumes in entering the employment of a master, are those only which occur after the due performance by the master of those duties which

the law imposes upon him. One of these duties is the furnishing of safe and suitable materials and appliances with which to do the work in which the servant is employed. He is chargeable with the knowledge of the means necessary to be employed and is liable for negligence in providing them. If this undertaking is to provide a completed appliance, he must use ordinary care to furnish one that is safe and suitable; if its construction is such as may be properly left to the workmen, then he is bound to employ competent workmen and furnish suitable materials. He is not liable for the negligence of a fellow-servant in the selection of unsuitable materials from proper materials furnished, but he is liable for his own negligence in furnishing unsuitable materials. *Kelley v. Norcross*, 121 Mass. 508; *Donnelly v. Booth Bros. & Hurricane Isle Granite Co.*, 90 Maine, 110.

It cannot be doubted that in the case at bar, it was the duty of the defendants to furnish safe and suitable materials with which the workmen might secure and support the end of the platform. They knew that such materials were required, yet they had none for that purpose. Mr. Arey, their superintendent, testified that he expected the workmen to use the vessel's fore throat-halyards to secure the platform. Knowing that something must be used for that purpose, knowing that nothing was furnished and making no attempt to furnish anything to meet that requirement, and expecting as he did, that the workmen would use the fore throat-halyards, he must have intended that they should use them. This is not a case where the workmen selected the materials to be used from proper materials furnished by the master. Selection implies a choice, and here the workmen had no materials of the master from which to choose. Neither is it a case in which workmen being without materials for their work, instead of applying to the master, volunteer to supply themselves without his knowledge or consent. Here the workmen used the identical materials which the master expected and intended they should use. A jury would have been authorized to find that in furnishing the halyards for the use to which they were put, the workmen acted by the authority of the defendants. If so, they stood in the place of the defendants in discharging a duty owed by them to their servants, which could not be delegated so as to relieve

them from responsibility for negligence in its performance to the plaintiff, who had nothing to do with securing the platform and first came to work upon it after it was in place. In such case while the men who secured the platform were the fellow-servants of the plaintiff in the use which they made of the halyards after they were furnished, they did not sustain that relation to him in furnishing the halyards for that purpose. In doing that, if they acted by the authority of the defendants, discharging their duty to furnish safe and suitable materials, and if there was negligence in this respect, the defendants must answer for it. We think the case should have been submitted to the jury.

Exceptions sustained.

The last docket entry in this case was, "Neither party," which might indicate a settlement out of court.

(99 Maine, page 278).

LIZZIE CAVEN, ADMX., vs. THE BODWELL GRANITE COMPANY.

Knox. Opinion November 28, 1904.

Negligence. Master and Servant. Evidence. Exceptions.

1. It is not strictly accurate to say that the law, in measuring the care incumbent upon a master and that owed by a servant, recognizes different standards of care or negligence. Care in every such case is to be measured by reasonableness under all the circumstances of the particular injury. And reasonable care is synonymous with "ordinary" or "due" care.
2. It is the duty of a master to use reasonable care in furnishing his servants reasonably safe appliances with which to work, and in keeping them reasonably safe thereafter, and if the appliances are of such a character as to be likely to become weak, or worn, or out of order by time or use, reasonable care requires the master to make examinations or inspections at reasonable intervals, in order that defects may be discovered and remedied. While the servant is bound to use his eyes and his mind, and to see the things before him which are obvious, and is chargeable with knowledge of the conditions and things which he sees, or ought by the exercise of reason-

able care to see, he is not ordinarily bound to examine or inspect appliances, or to discover dangers not obvious, unless charged with that duty by the master, or by the character of his work. He may rely upon the presumption that the master has inspected. It follows therefore that the care which the master owes cannot be measured by the care which the servant owes. A greater degree of diligence is incumbent upon the master, and that is only reasonable care on his part.

3. A request for instructions that the jury find for the requesting party, based upon a part only of the issues involved, is properly refused.
4. Whether a servant assumed a risk or was guilty of contributory negligence with respect to defective appliances he was using, depends not upon the mere fact that he saw or handled the appliances, but rather upon whether he saw, or ought by reasonable care to have seen,—or knew, or ought by reasonable care to have known,—their defective condition.
5. Re-direct examination of a witness calling out a repetition of a matter which was elicited in a proper cross-examination, is not exceptionable.
6. It is not improper on cross-examination to test a witness by calling for his opinions and conclusions, for the purpose of affecting his credibility, and if the cross-examiner happens to elicit an opinion unfavorable to his view of the case, it cannot be said that he is prejudiced if his adversary on re-examination obtains a repetition of the opinion.
7. An inadmissible question was asked, and against objection, answered. But the justice presiding, expressing doubts as to its competency, immediately framed another question to be asked in its stead, all of which was in the presence of the jury.

Held; that under the circumstances of the case, the error was sufficiently remedied, and that the defendant received no harm.

8. *Also;* that the evidence is sufficient to warrant the jury in finding that the defendant was negligent, and that the plaintiff's intestate neither knew nor by the exercise of

reasonable care ought to have known of the defect in the appliance which caused his death. In such a case, he assumed no risk, and was guilty of no negligence.

Motion and exceptions by defendant. Overruled.

Action brought by the plaintiff as administratrix of her deceased husband, James Caven, to recover under the statute of 1891, c. 124, giving a right of action in case of immediate death for the loss suffered by her, (there being no children) because of the death of her said husband, which death was the result of a stage breaking down, over which stage, coal was being unloaded from a vessel by the defendant at its works at Spruce Head in the town of South Thomaston. Plea, general issue.

The verdict was for the plaintiff for \$3,787.08.

The case appears in the opinion.

Merritt A. Johnson, for plaintiff.

C. E. and A. S. Littlefield, for defendant.

SITTING: WHITEHOUSE, STROUT, SAVAGE, PEABODY,
SPEAR, JJ.

SAVAGE, J. The plaintiff is administratrix and widow of James Caven, and brings this action to recover damages for the loss sustained her through his immediate death, alleged to have been caused by the negligence of the defendant, in whose employment he then was. The verdict was for the plaintiff, and the case comes up on the defendant's motion and exceptions.

It appears from the bill of exceptions that Caven was foreman of the defendant's quarry, and as such had charge of loading and unloading vessels at the defendant's wharfs and of selecting from the materials furnished by the defendant such gear as might from time to time become necessary, but had never put up any gear for coal vessels, nor had he unloaded them. At the time of the accident which caused his death, he was at work, with a crew of men under him, unloading defendant's coal from a vessel at its wharf. The stage on which the unloading of coal was done consisted of a stationary wheeling stage extending from the coal shed to the front of the wharf, and a movable stage which, when in use, projected from the outer end of the stationary stage over the hold of the vessel. Two posts supporting the outer end of the stationary stage

rested on the capsill of the wharf underneath the stage, and extended about fourteen feet above the level of the stage. At the top, these posts were connected by a timber into which their ends were mortised. When the movable stage was not in use, it lay upon the stationary stage. But when it was to be used, it was pushed out so far that its inner end rested upon and was supported by the outer end of the stationary stage, and its outer end was supported by guys or wire cables reaching from each outer corner to the tops of the posts. These guys were fastened permanently at each end. Other guy cables, one for each post, extended back from the posts towards anchorages in the ground. These were attached permanently to the top of the posts at the outer end. The inshore ends of these guys were made fast to their anchorages by means of tackles, one end of which was hooked into an eye, made by turning the end of the wire guy back on itself and fastening it to the main wire by clamps, and the other end of the tackle was hooked into an eyebolt in the anchorage. In preparing the stage for use, it was only necessary to make the inshore ends of the guys fast to the anchorages by these tackles, draw them to a proper tension, and then push the movable stage out over the vessel. All the guys and other appliances except the tackles were parts of the permanent structure, furnished by the defendant for the use of its servants. The tackles were selected by the servants as they had occasion to use them, and in this case were selected by Caven. The defendant's superintendent testified that he cautioned Caven "to be sure and select good tackle" and "to be sure and make them (the guys) secure." And Caven, or the men under his immediate supervision, hooked the tackle into the eye of the north guy, the breaking of which, it is claimed, caused his death. Two men under his direction assisted him in making the end of this guy secure to the anchorage, and each of them testified that he did not hook the tackle into the eye of that guy.

After Caven and his men had prepared the stage, and while they were unloading coal from the vessel, the movable stage, upon which they were standing, fell, and Caven was thrown down upon the vessel and instantly killed. Upon examination, it was found that the two posts which have been described had broken off level with the stationary stage, and that the northern

wire guy had broken in the eye into which the tackle had been hooked. The plaintiff contends that the posts were weak, rotten and defective, that the breaking of the posts, letting the stage fall, was the proximate cause of the injury, and that the eye in the guy was broken by the great and sudden strain which came upon the guy when the posts gave away, and the movable stage which was supported by them fell. On the other hand, the defendant contends, and we think with better reason, that the eye in the wire guy broke first, and that the posts, being no longer sustained by the inshore guy, were pulled over towards the vessel and broken by the weight of the movable stage and of the men and coal upon it, and therefore that the breaking of the wire guy in the eye was a proximate cause of the injury. The defendant further contends that, under the circumstances stated, Caven was charged with the performance of the duty of the master in seeing that that part of the guy to which the tackle was attached was sufficient for the purpose intended, and, therefore, that if the guy was insufficient, and the defendant on that account to be held negligent, it is only because Caven himself was negligent, in which case, of course, the plaintiff cannot recover.

Before passing to a consideration of the exceptions based upon this contention, we may say that we do not think the contention itself is well grounded. As already stated, the guys formed a part of the completed structure furnished by the defendant for the use of its servants, and the case is barren of evidence tending to show that Caven's attention was in any way specifically directed to the sufficiency or insufficiency of the guy, or that he was charged with any duty respecting the guy except to make it fast to the anchorage, or that he had any reason for supposing that his master had not performed its full duty in using reasonable care to provide him with a reasonably safe guy. It is true that the superintendent testified that he told Caven to be sure to select good tackle, and to make the guys secure. He did select good tackle, or at any rate, tackle that did not break. And we do not think that the caution to make the guys secure, could have been intended, or understood, as meaning a direction to make examination of, or do anything with, the guys themselves, but rather to see that the eyes and tackle were securely hooked together. If the superintendent

had intended that Caven should do more, it is singular that he failed to say so, in apt terms.

We will now consider the exceptions seriatim, all of which relate to the guy which broke.

1. In his charge, the presiding justice in instructing the jury concerning the care which the master is bound to use for the safety of the servant, in providing him a place to work in, and the care which the servant is bound to use for his own safety, used the following language: "He (Caven) was there as a laborer, without being expected to have the expert knowledge that has been displayed perhaps by some experts who have been called to the stand." Also: "Now, a greater degree of care in this respect is required of the corporation, the master, than is of the servant, because it is particularly and especially the duty of the master to see that a safe place is provided to the extent which I have already described, by exercising reasonable care in this respect. It is only the duty of the servant to exercise ordinary care, taking into consideration the assumption that the master in the first instance had done his duty. So that a greater degree of diligence is imposed upon the master in providing and maintaining a reasonably suitable place, than is upon the servant to examine before he goes there."

This instruction related evidently to the contention of the defendant that the weakness of the eye of the guy wire was obvious, and should have been noticed by Caven, that it was as obvious to Caven as it could have been to the defendant, and that therefore it was negligence in Caven in not observing it, as certainly as it was in the defendant to permit it to be used in the condition in which it was.

We think the instruction was unexceptionable. It is true that the presiding justice used the expression that the master is bound to use "a greater degree of care" than the servant, and if it were meant by the phrase to say that the law recognizes different standards of care or negligence, it would not be strictly accurate. The better doctrine is that care or the want of it is not to be measured arbitrarily according to fixed definitions, as "slight care," "ordinary care," or "extraordinary care," or "slight negligence," or "gross negligence," although all these phrases are used somewhat loosely by courts and law writers, but it is to be measured by reasonableness, under all the circum-

stances of the particular injury. The only true measure is reasonable care. And that expression has been declared by the courts in England and elsewhere to be synonymous with "ordinary care." *Fletcher v. Boston & Maine R. R.*, 1 Allen, 9. Reasonable care is a relative term, and what is reasonable care in a given case depends upon many considerations. What would be reasonable care under some conditions would clearly be negligence in others. Reasonable care and vigilance vary according to the exigencies which require vigilance and attention. They relate to the work to be done, to the instrumentalities to be used, to the dangers that may result from their use, to the varying duties owed by those who supply or use them. And in all cases reasonable care means such care as reasonable and prudent men use under like circumstances. *Bigelow v. Reed*, 51 Maine, 325; *Palmer v. Lumber Asso.*, 90 Maine, 93; *Sawyer v. Arnold Shoe Co.*, 90 Maine, 369; *Cayzer v. Taylor*, 10 Gray, 274; *Cunningham v. Hall*, 4 Allen, 268; *Holly v. Boston Gas Light Co.*, 8 Gray, 123. These general remarks are well illustrated in this case.

As has been many times stated in various cases in this State, it is the duty of a master to use reasonable care in furnishing his servants reasonably safe appliances with which to work, and a reasonably safe and suitable place in which to work, and in keeping them reasonably safe thereafter. This is a primary duty. If the appliances are of such a character as to be likely to become weak or worn or out of order by time or use, reasonable care requires the master to make examinations or inspections at reasonable intervals, in order that defects may be discovered and remedied. And the servant has a right, so far, to rely upon the presumption that the master has done its duty in all these respects. The servant on his part is bound to use reasonable care. He is conclusively held to have assumed the risks of dangers which are known to him, and as well, those which are incident to his work and which are obvious and apparent to one of his intelligence and experience. Though he may have the benefit of the presumption that his master has performed its duties, yet he is bound to use his eyes and his mind, and to see the things before him which are obvious. He is chargeable with knowledge of the things and conditions which he sees or ought, by the exercise of reasonable care, to see.

And the master has a right to presume that he will see and guard against obvious dangers. If the servant fails in this respect, he is negligent. But he is not ordinarily bound to examine or inspect appliances, or to discover dangers not obvious. He is not bound to do so, unless charged with that duty by the master, or by the character of his work. He may rely upon the presumption that the master has inspected. It is therefore evident that the care which the master owes cannot be measured by the care which the servant owes. A greater degree of diligence is incumbent upon the master. Unless he uses it, he cannot be said to have exercised reasonable care. The charge of the presiding justice, which is made a part of the bill of exceptions, shows that, again and again, in apt and accurate language, he instructed the jury as to care required of the master, and that required of the servant. We do not think the jury could have been misled, or the defendant prejudiced by the use of the phrase "greater degree of care."

2. The defendant requested that the jury be instructed that if Caven "attached the tackle to the eye of the northern guy, and a want of safety in that eye caused or contributed to this injury, the plaintiff cannot recover."

3. It also requested an instruction that if Caven was in charge of securing the northern guy, or it was secured under his supervision, and a want of safety in the eye of that guy caused or contributed to this injury, the plaintiff cannot recover.

Both of these requests, which may be considered together, were properly refused. These requests seek to place Caven's assumption of risk, or contributory negligence, as the case may be, solely upon the mere fact that he attached the tackle to an unsafe eye, or that he was in charge and had the supervision of securing the guy. They entirely omit the important and only debatable issue upon this branch of the case, and that is, whether Caven saw, or ought by reasonable care to have seen,—knew, or ought by reasonable care to have known,—the weak and dangerous condition of the eye. He may have done all that the requests assume that he did, and yet not have seen or known the defect, or be chargeable with knowledge of its existence. If he did not know, or by the exercise of reasonable care would not have known, the defect, the mere fact that he hooked the

tackle into the eye of the guy, or supervised the operation of securing the guy, are, so far, immaterial. These facts showed an opportunity for Caven to observe, but they did not show that he saw. Nor did they show what he would have seen, by the exercise of reasonable care. Admitting that he had the opportunity to observe, it was still for the jury to say whether he did observe, and thereby assumed the risk, or negligently failed to observe, and was thereby guilty of contributory negligence.

4. The defendant contended that the weakness of the eye of the guy was so apparent that Caven, by the exercise of reasonable care at the time the tackle was hooked into it, should have discovered the defect. The plaintiff contended to the contrary. One Hart, a witness called by the plaintiff, who examined the wire after the break and testified in chief as to its apparent condition, on redirect examination was allowed, against objection, to testify as follows:

Q. Then you say that you might take it up and not notice it?

A. Yes, sir.

Q. I will ask you whether or not a person by ordinary handling of the wire same as I pick this up to hook something into it, would notice that the strands had been rusted off?

A. No, sir.

THE COURT: I don't know as that question is exactly competent, except that the matter has been gone over so voluminously and in such detail in cross-examination. He may answer this question: as to whether or not the condition of the wire at the place of the break which he has described was such that it would be likely to be noticed by a person who simply handled it or looked at it without making an examination of it?

A. No, sir. I will say that they were not.

The court stated that the last question was allowed simply because of counsel's lengthy cross-examination upon precisely the same point. A reference to the cross-examination shows that the witness was asked by the defendant's counsel if the defective condition of the eye would have been perfectly apparent to anyone examining it before it was broken, if it would have been very easy for anyone having anything to do with the guy to see that condition, and he answered in the affirmative. He was asked if the rusty and worn out condition was not perfectly apparent to anyone who had anything to do

with the end of that guy before it broke, and the answer was, "For a man that examined it, yes sir, he could tell." Being asked in various forms about the necessity of an examination in order to notice the defective condition of the guy, the witness answered finally in these words. "Merely pick it up and not examine it, why a man might pick up that guy and not examine it and think it was all right."

Then on re-examination, the two questions following were asked and answered without objection:

Q. Speaking about the guys being rusty, did I understand you to say that a man without looking at that guy, or without examining it carefully, could tell that the pieces were rusted off, or would he have to examine it?

A. Couldn't tell standing looking at the guy, looking at it.

Q. What do you mean, he would have to examine it in order to find it?

A. Have to examine it, yes; a man might pick that guy up and if he wasn't thinking anything about it he couldn't tell; he could see that it was black and rusty.

Then followed the first question to which objection was made as above stated:—"Then you say he might pick it up and not notice it?" It is a sufficient answer to this objection and to the objection to the question as framed by the presiding justice to say that they are in effect merely repetitions of questions relating to the same matter which were put on cross-examination. The defendant complains that the questions called for the opinion or conclusions of the witness, that the witness was not an expert, and the subject matter was not the subject of expert testimony; that because the witness had given such testimony on cross examination affords no reason why the plaintiff should be allowed to call for his opinion on redirect examination; that the admission of incompetent evidence on one side is not ground for the admission of incompetent evidence on the other. But the question presented by the exception does not go so far as the defendant's contention does. This is not a case where incompetent evidence was admitted on one side because the same or other equally incompetent evidence by the same or other witnesses, had been admitted on the other side. It is a case of the re-examination of a witness on a matter drawn out on his own cross-examination. The

cross-examination was entirely proper as to subject matter. It was competent on cross-examination for the defendant, by way of testing the witness and for the purpose of breaking the force of his direct testimony, to ask for his opinions and conclusions, not as opinion evidence, but hoping to be able thereby to show that he was unreliable, and that his opinion would prove to be inconsistent with the facts. In this way the effect of direct testimony is frequently qualified or destroyed. Hardly anything in cross-examination is more common than this method of examination. Now if in the course of a cross-examination, the cross examiner has elicited an opinion unfavorable to his view of the case, can it be said that he is prejudiced if his adversary in re-examination of the same witness upon the same subject repeats the same question and draws out a repetition of the same answer? We think not. The extent to which such re-examination is permissible must, of course, be within the discretion of the court.

The second question to which objection was taken was, we think, inadmissible, and so the presiding justice appears to have thought. Though the question was answered, the justice expressed his doubts as to its competency, and immediately framed another question which might be asked in its stead. All this was done in the presence of the jury. The error was at once corrected. And it does not appear to us that, under the circumstances, the defendant was harmed. The jury could not have failed to understand that the answer given to the question framed by the court was the only answer to stand for their consideration. It certainly must have been as effective upon the minds of the jury for the justice to do what was done in this instance, as it would have been for him to say, as is said so many times of incompetent and immaterial answers, "Strike the answer out." It would be intolerable if an error like the one under consideration could not be immediately remedied. Whether the remedy is deemed sufficient must, of course, depend upon the circumstances of each case. No hard and fast rule can be applied. We are satisfied with the remedy in this case.

5. The motion. The issues in the case have been so fully discussed in considering the exceptions, that it will be necessary to refer to them only briefly under the motion for a new trial.

We assume as the defendant does that the breaking of the eye in the guy was the proximate cause of Caven's death. The defendant does not seriously contend that the eye of the guy was in a reasonably safe condition, or that the unsafe condition would not have been disclosed to it, had it used reasonable care to inspect. The defendant rather contends it was so obviously broken, rusted and worn that Caven must have known and appreciated its condition if he saw it, and so must have assumed the risk, or that if he failed to see it it was only through his own want of due care; in short, that he knew its condition, or ought to have known it. And hence it is claimed that under either hypothesis, the plaintiff cannot recover.

It does not appear that Caven had any previous knowledge of this guy, nor that he knew how long it had been used, or to what wear and tear it had been subjected. It does not appear that he had any information which would make him apprehensive of the danger of its breaking, or had by word or circumstance been put upon his guard. The words of the superintendent to him "to be sure to select good tackle" and "to be sure to make the guy secure" did not go to that extent. Nothing but the appearance of the guy, such as it was, was a warning to him. Whether that appearance was so obviously bad that his failure to perceive it under the circumstances amounted to want of reasonable care was the question submitted to the jury, and we cannot say that in their answer they have manifestly erred. Caven's only duty with regard to that eye was to hook a tackle into it. He was not called upon to inspect, as the defendant ought to have done. For that he might properly rely upon the presumption that the master had performed its duty. *Twombly v. Consolidated Electric Light Co.*, 98 Maine, 353. We think the jury were warranted in finding that a reasonably prudent workman, under the circumstances of this case, engaged in his work, and acting with reasonable care, having only to hook a tackle into the eye, might not notice that it was weak and defective. The verdict must stand.

Motion and Exceptions overruled.

(99 Maine, page 290).

ELLEN MCCARTHY, ADMX.,

vs.

FULLER CLAFLIN AND E. C. HORN.

Androscoggin. Opinion November 28, 1904.

Negligence. Master and Servant. Damages.

By the breaking of a defective putlog in a mason's staging, on a building then being erected by the defendants, the plaintiff's intestate, who was at work for the defendants, as a brick mason, was precipitated to the ground and killed.

1. If the defendants undertook to furnish the staging as a completed structure for the use of the bricklayers, it was their duty to use reasonable care to see that the staging in all its parts was reasonably safe for the use intended, and for negligence of servants selected by them to construct the stage, they would be responsible.
2. But if the defendants only undertook to furnish materials for the staging, and furnished them sufficient in kind and suitable in character, and furnished suitable men in the masons' crew to use them, and if the masons within the scope of their employment undertook to erect and did erect the staging for themselves, out of the materials so furnished, using their own judgment and free from the defendants' control, negligence on the part of the masons' crew, or any of them, in building the staging, or in selecting safe putlogs out of the sufficient and suitable supply furnished by the defendants, was the negligence of a fellow servant of the plaintiff's intestate, for which the defendants are not responsible.
3. The evidence clearly warranted the jury in finding that the masons did not undertake to build the staging, as a part of their employment, but that the defendants did undertake to furnish the staging for the use of the masons as a completed structure.
4. The jury was amply justified in finding that the putlog was defective and unsafe, and that its appearance was such that the defect might have been discovered by the exercise of such reasonable care as was requisite on the part of the defendants, and of the servant who erected the staging for them, and for whose negligence they are responsible.

5. Where the deceased was fifty-one years old, at the time of his death, was healthy, steady, industrious, temperate, of first-class ability in the mason's trade, and he left a widow, also five children whose ages range from twelve to sixteen years, a verdict of five thousand dollars under the "death by wrongful act" statute, R. S., ch. 89, § 10, is not clearly excessive.

Motion and exceptions by defendant. Overruled.

Action under chapter 124, Public Laws of 1891, brought by the plaintiff as administratrix of her late husband, Dennis D. McCarthy, to recover for personal injuries to him, received on August 18th, 1903, caused by the falling of a staging upon which he was engaged in laying brick on the walls of the Empire Theatre, located in Lewiston, and then in process of construction, and by reason of the falling of said staging, the plaintiff's intestate fell therefrom, a distance of about thirty-five feet, to the bottom of the building, receiving injuries which resulted in his immediate death.

The verdict was for the plaintiff for \$5,000. The defendants filed the general motion for a new trial and also exceptions to certain rulings and instructions of the presiding justice. At the argument in the law court the defendants waived their exceptions and the case was decided on the motion.

The case is sufficiently stated in the opinion.

D. J. McGillicuddy and F. A. Morey, for plaintiff.

W. H. Newell and W. B. Skelton, for defendants.

SITTING: WISWELL, C. J., WHITEHOUSE, STROUT, SAVAGE, PEABODY, SPEAR, JJ.

SAVAGE, J. The defendants, contractors, were engaged in constructing the Empire Theatre building at Lewiston. The walls of the building were of brick. The plaintiff's intestate was a brick mason in the defendants' employ. By reason of the breaking of a putlog in the staging upon which he was at work, the staging fell and he was precipitated to the ground, thirty-five feet below, and was killed. Death was immediate. This action is brought under chapter 124 of the laws of 1891, (R. S. 1903, ch. 89, §§ 9 and 10,) to recover compensation for the pecuniary injuries to his widow and children, resulting from such death. The plaintiff recovered a verdict for five thousand dollars.

At the trial exceptions were taken by the defendants, but they have been waived. The defendants also filed a motion for a new trial, upon the usual grounds, which has been argued. The putlog which broke was of oak, 3 x 4 inches in size and eight feet long. At the point where it broke off, which was not far from the center, there was a knot. The plaintiff contends that the appearance of the knot and the surrounding wood was such as to indicate upon reasonable examination that the putlog was weak and unsafe for use in such a staging as this was, that it was defective and that the defect was apparent. The defendants deny that there was anything in the appearance of the knot to indicate that the stick was unsound or unsafe, although it was demonstrated by the condition disclosed after the break that it was both unsound and unsafe. We deem it unnecessary to discuss the evidence in detail upon this point. We think it sufficient to say that in our judgment the jury was amply justified in finding that the putlog was defective and unsafe, and that its appearance was such that the defect might have been discovered by the exercise of such reasonable care as was requisite on the part of some one, before the putlog was put to use in the place where it was. And this conclusion is greatly strengthened by the fact that although the broken pieces of the putlog were in the possession of the defendants at the time of the trial, they refused, upon request, to produce them for the inspection of the jury. Such being the condition of the putlog, someone was negligent in putting it to use. It is not contended that the plaintiff's intestate was guilty of any contributory negligence.

The really disputable contention between the parties arises upon another point. The plaintiff contends that the defendants furnished the staging as a completed structure for the use of the brick-layers, and that therefore it was the duty of the defendants to use reasonable care to see that the staging in all its parts was reasonably safe for the use intended. And such, of course, would be their duty, if the plaintiff's contention is true in fact. On the other hand the defendants contend that they only undertook to furnish materials for the staging, sufficient in kind and suitable in character, and to furnish suitable men in the masons' crew to use them, and that they did do all that they undertook to do. And they contend further that the

masons, of whom the plaintiff's intestate was one, within the scope of their employment, undertook to erect and did erect the staging for themselves, out of the materials so furnished, using their own judgment and free from the defendants' control. And upon such a state of facts, the defendants claim, and properly, that if there was any negligence on the part of the masons' crew, or any of them, in building the staging, or in selecting safe putlogs out of the sufficient and suitable supply furnished by the defendants, it was the negligence of a fellow servant of the plaintiff's intestate, for which the defendants themselves are not responsible. And such is the law. *Donnelly v. Granite Co.*, 90 Maine, 110; *Amburg v. International Paper Co.*, 97 Maine, 327; *Kelley v. Norcross*, 121 Mass. 508; *Brady v. Norcross*, 172 Mass. 331.

The plaintiff claims that even upon the defendants' own theory, they have failed to show a full performance of duty, in that the men furnished were not all of them suitable in capacity and experience to make a proper selection of putlogs for the staging. This neglect is alleged in the writ. It is claimed that Maheau, a tender and one of the crew, who actually assisted in building the staging, and in putting in the putlog which broke, was inexperienced and incompetent for that service, and that the defendants had not used reasonable care to ascertain whether he was suitable or not. *Laning v. N. Y. C. R. R. Co.*, 49 N. Y. 521; *Chapman v. Erie Railway Co.*, 55 N. Y. 579; *Indiana Mfg. Co. v. Millican*, 87 Ind. 88; *Blake v. M. C. R. R. Co.*, 70 Maine, 60. But we prefer to rest the discussion of the case upon the main proposition. We think the evidence warranted the jury in finding that the masons did not undertake to build the staging, as a part of their employment, but that the defendants did undertake to furnish the staging for the use of the masons as a completed structure. They must be judged by their several undertakings.

The defendants are contractors. For quite a number of years they have been engaged in contracting for and building theatre buildings in various parts of the United States. Their headquarters are not in this State. One Shuttleworth, of Ottawa, Ontario, has been their superintendent of construction for four years, or one of their superintendents, if they had more than one. One Smith, for thirteen years, has been a

foreman of brick construction for them. These two men appear to have been more or less permanently attached to their working staff, in the several capacities stated. When they got ready to undertake the construction of the Empire Theatre, the defendants sent Shuttleworth and Smith to Lewiston to take charge of the work, Shuttleworth as superintendent of the whole work, and Smith as foreman in charge of the brick construction. Shuttleworth purchased the materials and hired some men, but the masons were generally hired by Smith. All the help except Shuttleworth and Smith were local men, so far as appears. Smith worked more or less frequently, as he had opportunities, with the other masons laying brick. As to brick laying, at least, he was their fellow servant. So far there appears to be no serious controversy.

Now, as to their relations to the staging. Shuttleworth and Smith were both witnesses for the defendant, and upon their testimony chiefly we base our conclusion. Shuttleworth, qualifying as an expert on stage building, testified as to the various theaters, the building of which he had superintended for the defendants, and that in all those cases he had had charge of the construction of the masons' stagings. Even if that had been a part of his duty as superintendent elsewhere, it would not necessarily follow that such was his duty in this instance, though we think that if a concern were engaged in a single line of work, like building theaters, and employed a general superintendent for that work, year in and year out, though the work was in different places, it would be competent to show what his general duties were, as such superintendent, and that that would have some tendency to show what were his duties in a particular instance. But we do not rely upon this. Shuttleworth was asked in direct examination,—“So far as the general oversight of the masons' work and their staging and like that was concerned, under whose direction was that done?” and he answered,—“Under mine, and the head overseer, Mr. Smith. Mr. Smith received orders from me, and of course I never interfered with the masons at any time.”

At another time, he testified as follows:

Q. Wasn't Smith the man that was building the stages in your concern all over the country?

A. . Yes.

Q. He had charge of that work all around, not only in Lewiston, but everywhere?

A. Takes charge of the work where he takes charge of the brick work.

Q. To build stages?

A. To build staging also.

Q. Does that for that concern of Clafin & Horne all over the country?

A. Yes, sir.

Q. He had charge of it here?

A. Yes, sir.

After explaining that the practice on the job was that while the bricklayers continued laying brick at one place, generally, Smith and the tenders went ahead and built stagings for them to use elsewhere,—Shuttleworth was asked,—“So that the masons’ crew didn’t build their own staging, but it was built by Mr. Smith and these tenders he had?” and he answered, “Yes.”

Smith testified that he was foreman of the masons’ crew, and that his duties were to look after the masons and look after the scaffolding and lay brick if he had a chance. He said he received his orders from Shuttleworth. On his cross-examination the following appears:

Q. You and Mr. Shuttleworth work right along together on all these buildings wherever they go.

A. Sometimes we are together and sometimes not.

Q. These buildings that you have spoken of you were together?

A. Yes, sir.

Q. You have charge of the masons?

A. Yes, sir.

Q. And the building of the staging?

A. Yes.

Q. You have charge of the building of stagings, not only here but all over the country, wherever Mr. Horne and his company build?

A. Yes, sir; the same as here.

Q. For how many years have you had charge of that work?

A. In the neighborhood of thirteen years.

Q. You have charge of that work for Mr. Horne and his partner?

A. Yes, sir.

Q. You are the stage builder, not only here as I say, but all over the country?

A. All over the country.

Q. Wherever he builds, that is your business?

A. That is my business, and mason with it of course.

Q. I understand you do other work, but you do that work for them?

A. Yes.

Q. Absolutely and entirely?

A. Yes.

Being asked if anyone else had anything to do with it he said "Mr. Shuttleworth is superintendent over me. He tells me what to do and I do it." He further said that the masons themselves on this job did not build the stages nor have anything to do with them, that the stage was all prepared for them before they went onto it, that all they had to do was to go on and go to work, that just as soon as they got through on one section, they had another stage all built for them, and that they simply moved up to it.

The inference legitimately to be drawn from this testimony is very strong that the defendants, for reasons of their own, furnished a man whose special duty to them was to build the masons' stagings and to build them their way. It was both convenient and economical for them to have the stagings erected in advance of their being needed by the bricklayers. Besides, it appears that in a building of this character, with very high side and end walls and no partition walls, it was prudent, if not necessary, that the whole system of stagings should be so built as to be a support or protection to the walls in case of wind storms or other exigencies. They may not have been willing to have so important a duty, and one fraught with such possible consequences to themselves, in the hands of an unknown and perhaps inexperienced crew to do as they pleased. These may have been the reasons why the defendants chose to keep the stage building in the charge of their selected and experienced servant, Smith, supervised by his superior, the

superintendent. At any rate, the evidence manifestly is sufficient to support a finding that they did do so.

It does not matter that Smith was foreman of the masons, that he laid bricks occasionally, or that he had other duties to perform. In the laying of brick, or in the performance of other duties he may have been the fellow servant of the man who was killed. The foreman of a crew of men engaged in a common employment is, as to that employment, a fellow servant of each of the crew though he is their superior and has the right to direct their work. Smith may have been a fellow servant of the members of the masons' crew, in many respects. But if the defendants undertook to build the staging for the masons, and Smith, within the scope of his duty to the defendants did build it for them, then, in that respect, he represented the defendants, and if he was negligent his negligence was their negligence. And so of the negligence of a tender selected by him to assist him. Neither would, as to the staging, be a fellow servant of the masons who worked upon the staging. This court has said that "the test which determines the master's liability for the negligence of one employe whereby injury is caused to another, is the nature of the duty that is being performed by the negligent servant, at the time of the injury, and not the comparative grades of the two servants." *Small v. Manufacturing Co.*, 94 Maine, 551.

The verdict was for five thousand dollars. The deceased was fifty-one years old at the time of his death. He appears to have been a healthy, steady, industrious, temperate man, and of first-class ability at his trade. He was earning at the rate of \$3.25 a day, during the masons' season. He left a widow, age not given, and five children, whose ages range from twelve to sixteen years. It is the pecuniary injury to the widow and children which the verdict is to compensate. On the whole, we do not think the verdict is so large as to justify our interference, having due regard to the principles laid down in *McKay v. Dredging Co.*, 92 Maine, 454, and *Oakes v. Maine Central R. R. Co.*, 95 Maine, 103.

Motion and Exceptions overruled.

(100 Maine, page 107).

JOHN C. ERICKSON

vs.

MONSON CONSOLIDATED SLATE COMPANY.

Penobscot. Opinion March 20, 1905.

Master and Servant. Contributory Negligence. Assumption of Risk. Dynamite.

The relation of master and servant is contractual, and the law by presumption incorporates into the contract reciprocal duties.

The master is obliged to provide the servant with a reasonably safe place in which to perform his labor having reference to the nature of the work, and if he is inexperienced to instruct him and warn him of the existence of particular dangers, so that he may be able to decide with discretion whether he will assume the hazards of the employment.

The servant is bound to use reasonable care, and to assume ordinary risks incident to the business, those which are obvious or which he ought to know and appreciate, and those pointed out by the master.

It is not negligence to use dynamite in slate quarrying, but on account of its great explosive power it is a recognized element of danger in such work, and proportionate care is required of both master and servant in its use.

It would not be negligence in law to leave unexploded cartridges of dynamite in old holes in the pit of the quarry when new holes are being drilled, but it would be the duty of the master to warn a servant of this particular danger, unless he knew or ought to know that they were frequently left from imperfect explosions. Instructions of the foreman to the plaintiff, when drilling "to set his drill as far as he could from the old holes and not to bother them," were not only words of direction but of warning, and would ordinarily fulfill the defendant's duty as indicating a condition of danger.

Where, in an action to recover damages sustained from an accidental explosion of dynamite, the plaintiff was an adult of good intelligence, familiar with slate quarries, and of the

particular quarry by working for two years on the dump, and running the hoister within two rods of the pit, and knew that the men were constantly using dynamite, knew it to be a dangerous explosive and that unexploded cartridges frequently remained in the place where he was operating the drill, and was directed to avoid proximity to the old holes, and he set his drill within four or five inches from one containing dynamite, without ascertaining its location by clearing the surface of the ledge, and the explosion was caused by the action of the drill, *held*, that he was guilty of contributory negligence.

Where a servant receives positive orders from the master as to the manner in which he is to do his work, this imposes upon him a duty, and failure to perform it is prima facie evidence of his negligence.

On motion by defendant. Sustained.

Action on the case to recover damages for personal injuries sustained by the plaintiff from an accidental explosion of dynamite in the slate quarry of the defendant where the plaintiff was engaged in operating a steam drill in drilling holes for the purpose of blasting out slate. The plaintiff recovered a verdict for \$4,000. Thereupon the defendant filed a general motion for a new trial.

The case is stated in the opinion.

A. L. Blanchard and Louis C. Stearns, for plaintiff.

Frank E. Southard, for defendant.

SITTING: WISWELL, C. J., EMERY, SAVAGE, POWERS, PEABODY, SPEAR, JJ.

PEABODY, J. This action was brought to recover damages sustained by the plaintiff from an accidental explosion of dynamite in the slate quarry of the defendant at Monson, Maine. The plaintiff was employed by the defendant company and at the time of the accident was engaged in operating a steam drill in drilling holes for the purpose of blasting out slate. The charge of dynamite which caused the accident had been left unexploded in a hole previously drilled by the defendant. This fact was not known to the defendant or to the plaintiff.

The plaintiff was under the supervision of his brother who had employed him ten days before and had instructed him how

to operate the drill. The steam drill and boiler were connected by a rubber hose six or seven feet long so that holes might be drilled for a distance of the length of the hose and when drilling at such a distance the operator must leave the drill and go to the valve to turn on steam.

At the time of the accident the plaintiff had drilled six or seven holes and set his drill for another at about the full length of the hose and had requested a co-servant to turn on steam. He then put one foot on the weight to hold the drill down on the ledge. He had previously prepared the place to set the drill by the use of a steel wedge called a gouge, and with it had cut holes in the ledge for the three feet of the drill. There were snow and ice at the bottom of the pit and with a pick-axe and shovel he had cleared them away. The place cleared was about six inches wide and eighteen inches long. While he was holding the drill set in motion by the steam turned on at his request, the explosion occurred. No other cause for it is assigned than the percussion of the drill directly upon the dynamite or the concussion from its action upon the ledge rock.

The relation of master and servant is contractual, and the law by presumption incorporates into the contract reciprocal duties. The master assumes the obligation to provide the servant with a reasonably suitable and safe place in which to perform his labor, having reference to the work in which he is engaged. *Hopkins v. O'Leary*, 176 Mass. 258; *Buzzell v. Laconia Mfg. Co.*, 48 Maine, 113; *Shanney v. Androscoggin Mills*, 66 Maine, 420; *Cunningham v. Bath Iron Works*, 92 Maine, 501; he is also bound to warn an inexperienced servant of any particular danger incident to the occupation and to give him such instruction as shall enable him to decide with discretion whether he will assume the hazards of the employment. *Welch v. Bath Iron Works*, 98 Maine, 361; *McMahon v. Ida Mining Co.*, 95 Wis. 308; *McEllingott v. Randolph*, 61 Conn. 157; *Smith v. Peninsula Car Works*, 60 Mich. 501. The law of master and servant requires of the servant the duty of using reasonable care, and of assuming ordinary risks incident to his employment including the negligence of a fellow servant, those which are obvious or which with reasonable care he ought to know and appreciate, and those pointed out by the master. This rule is consistent with justice and public policy. The

master is in no sense an insurer of the safety of his servant and the law gives no indemnity against the consequences of recklessness. *Mundle v. Hill Mfg. Co.*, 86 Maine, 400.

A corporation acts through its agents and the special duties under consideration devolve upon a vice principal. At the time of the accident the brother of the plaintiff who was in charge of the outside crew of the quarry, consisting of men on the dump, the hoisters, and the drillmen, must be considered as acting in this representative capacity; and if any safeguards were required or any information necessary to enable the plaintiff to understand and appreciate the dangers of working the drill in the pit, under the existing conditions it was the duty of this foreman to furnish them. The evidence as to what instructions he gave the plaintiff is vague. His testimony on this subject tended to negative any definite instructions or cautions in regard to unexploded cartridges, but it did show that he told the plaintiff to set his drill as far as possible from the old holes.

The facility with which quarrying is done by the use of dynamite, makes it recognized as indispensable in carrying on the business. Its dangerous character requires a proportionate degree of care, but the legal standard is reasonable care. The alleged negligence of the defendant consisted not in using dynamite, but in allowing unexploded cartridges or portions of them to remain in holes in the pit of the quarry where the plaintiff was working. The holes left after the explosion could be seen when the debris was removed and it might be possible to explode them before other holes were drilled, or to indicate them by cautionary signals; but the omission of such precautions would not be negligence in law. The presence of these holes was an element of danger in the work. The defendant's negligence must therefore depend upon the question of his duty to notify the plaintiff of the particular danger and of his fulfillment of this duty. If the plaintiff, from his experience gained in working about the quarry, ought to have known and appreciated the danger, no duty rested upon the master to give him special warning. The instruction given him by the foreman "to set his drill as far as he could from the old holes and not to bother them," were words not only of direction but of warning,

but if they may be considered as in themselves not sufficiently definite to cause an inexperienced man to appreciate them as indicating a condition of danger, we think that the plaintiff in view of his general familiarity with the methods of blasting in this quarry, and the directions he had received, cannot recover in this action by reason of his contributory negligence. He was thirty years of age; he had been familiar with slate quarries part of the time for ten years and for two years prior to the accident, had worked on the top of the dump in this quarry, and for a year and a half had run the hoister about ten rods from the pit in which the accident occurred. He knew that the men in the pit were using dynamite constantly, and received signals from them when explosions were made, he knew the nature of the explosive and that it was dangerous, and he knew, what was common knowledge among the quarrymen, that unexploded cartridges remained in the old holes. He was instructed by his brother how to run the drill and was directed in drilling to avoid proximity to these old holes. After the accident an examination showed that the hole was being drilled into the ledge but four or five inches distant from the old hole which must have contained dynamite. The positive direction which he received required him to ascertain the location of the holes before setting his drill. To do this it was necessary for him to clear a wider area than the evidence shows he did. He had sufficient tools at hand and a supply of steam and hot water, for the removal of the snow and ice from the surface of the ledge. He failed to do this sufficiently to expose to view the hole containing the unexploded dynamite. *Welch v. Bath Iron Works*, 98 Maine, 361, supra. The direction as to the manner of doing his work imposed upon him a duty and his failure to perform it is prima facie evidence of his negligence. *Shearman & Redfield on Negligence*, sec. 13 a; *Deering on Negligence*, sec. 211.

Motion granted.

The final docket entry in this case is "N. P. no further action for the same cause."

(100 Maine, page 171).

GEORGE L. BRYANT

vs.

THE GREAT NORTHERN PAPER COMPANY.

Somerset. Opinion April 12, 1905.

Master and Servant. Notice of Danger. Assumption of Risk.

The duty of an employer to give notice to his servant of dangers in the operation of machinery, or of changes in machinery, which increase or which change the nature of dangers to be avoided, is confined to such dangers and changes as are not known to the servant, and to such as would not naturally be discovered by him by the exercise of the power of observation on his part. It is not the duty of an employer to give his servant notice of anything which the latter has an ample opportunity to become aware of himself by observation, if he exercises that reasonable care which the law requires of him in order to protect himself from harm.

As to the plaintiff's first cause of complaint, that there might have been at the place where he was caught between the cogwheels, guards or a protection of some kind which would have prevented an accident of that nature the plaintiff cannot recover, because, if there should have been some protection other than was provided, the plaintiff knew that there was none, and by his continuing in the employment for a long period of time with full knowledge of the absence of such protection as he claimed should have been furnished, he assumed the risk attendant upon the performance of his work about this machinery in the condition in which it was.

As to the second cause of complaint, that during his absence from the mill on account of sickness the revolution of the cogwheels was changed, so that they revolved towards each other, upon the top, instead of away from each other as before, without notice being given to him or knowledge had by him, the Court is satisfied that he had ample opportunity during the four weeks that he was engaged as oiler of the machinery after this change was made, to observe it both by his sense of sight and from the fact that by reason of the change it was necessary for him to entirely change his movements in his work of oiling the shaft, a duty performed by

him twice each day. And that, if, as he says, he did not observe in any way during this period of four weeks, that the change had been made, it was simply the result of his thoughtless inattention.

Held; that the accident to the plaintiff cannot be attributed to any fault upon the part of the defendant.

On motion by defendant. Sustained.

Action on the case to recover damages for personal injuries sustained by the plaintiff in the defendant's mill, at Madison, where he was employed. Verdict for plaintiff for \$2,500. Defendant then filed a general motion for a new trial.

The case is sufficiently stated in the opinion.

Forrest Goodwin, for plaintiff.

E. N. Merrill, for defendant.

SITTING: WISWELL, C. J., EMERY, WHITEHOUSE, STROUT, SAVAGE, POWERS, JJ.

WISWELL, C. J. While the plaintiff was engaged in his work of oiling certain machinery and shafting in the defendant's pulp mill, he, in some way, became caught in the cogwheels of a plunger pump and sustained serious injury. To recover for this injury he brought this action, and, at the trial, recovered a verdict with damages assessed at \$2,500. The case comes here on the defendant's motion for a new trial.

The plaintiff's first cause of complaint, is that there might have been, at the place where he was caught between the cogwheels, guards or a protection of some kind which would have prevented an accident of that nature, and that the defendant was negligent in failing to provide such protection as was feasible. Assuming the truth of the plaintiff's contention in this respect, the complete answer to it, and one which should prevent his recovery upon that ground, is, that the plaintiff had been engaged in this particular work, oiling this identical pump, from early in October until the time of the accident on February 22, 1903, a period of nearly five months, except that he had been out of the mill during that time, on account of sickness, for about five weeks. If there should have been some protection other than was provided by the defendant, the plaintiff knew that there was none, and by his continuing in the employment for this period of time with a full knowledge of the absence of

such protection as he claims should have been furnished, he assumed the risk attendant upon the performance of his work upon this machinery in the condition in which it was.

Another cause of complaint is this: prior to the time that the plaintiff was absent from his work on account of sickness, for a period of about five weeks, this pump was driven by steam power and the two cogwheels connected therewith, and between which he was caught, revolved outward or away from each other, on top. While he was out of the mill, the steam engine was replaced with an electric motor, and the direction of the revolution of the cogwheels was changed so that they revolved inward or towards each other, on top, thereby, it is claimed, increasing the chance of injury to him. And of this change he complains that he received no notice and had no knowledge. But from the time that the plaintiff came back to his work, after his absence of five weeks, and after the direction of the revolution of the wheels had been changed, he worked as an oiler upon this same pump and in the immediate vicinity of the intersection of these cogwheels for four weeks, oiling the bearings twice each day. One of these wheels was forty-two inches in diameter, about twelve feet in circumference, and its revolution was only twenty-six times a minute, so slow that anyone whose duty called him into its vicinity could easily observe the direction of its revolution. Not only this, the reversal of the revolution of the wheels caused a reversal of the crank shaft which made a complete revolution with each revolution of the larger wheel. There was a receptacle for oil on top of this crank shaft which had to be supplied with oil while in motion; to do this, the oiler was obliged to insert the nozzle of his oil can in the oil receptacle and follow it so long as he could in its revolution. Revolving in one direction, this was done while the crank shaft was going up, in the other, while it was going down. So that the oiler, not only had ample opportunity to observe the change in the direction of the revolution of the wheel by the use of his sense of sight, but this change in the movement of the crank shaft also caused him to entirely change his movements in the performance of his duty of oiling the shaft.

If, as he says, he did not observe in any way that this change had been made during the period of four weeks that he was at

work upon the pump after the change had been made, it was, we feel satisfied, simply the result of his thoughtless inattention. The duty of an employer to give notice to his servants of dangers in the operation of machinery, or of changes in machinery which increase or which change the nature of dangers to be avoided, is confined to such dangers or changes as are not known to the servant, or to such as would not naturally be discovered by him by the exercise of the powers of observation on his part. It is not the duty of the employer to give his servant notice of anything which the latter has a perfect opportunity to know himself by observation, if he exercises that reasonable diligence which the law requires of him to protect himself from harm.

After a careful consideration of the whole testimony, and notwithstanding the verdict of the jury, we feel satisfied that the unfortunate accident to the plaintiff cannot be attributed to any fault upon the part of the defendant, that consequently he is not entitled to be compensated in damages, and that the verdict was clearly wrong.

Motion sustained.

New trial granted.

The final docket entry in this case is,—“August 12, 1907; Order from Law Court received: Exceptions overruled. Defendant's costs taxed at \$215.96. Execution for costs issued November 25, 1907.”

(104 Maine, page 109).

FRANK C. PERKINS, ADMR., *vs.* OXFORD PAPER COMPANY.

Oxford. Opinion March 17, 1908.

“Immediate Death Statute.” Construction of Same. Master and Servant. Contributory Negligence. Public Statutes, Mass., 1887, chapter 24, section 3. Statute 1848, chapter 70; 1855, chapter 161; 1891, chapter 124, section 1. Revised Statutes, chapter 89, sections 8, 9, 10.

Revised Statutes, chapter 89, section 9, provides as follows:

“Whenever the death of a person shall be caused by wrongful act, neglect or default, and the act, neglect or default, is such as would, if death had not ensued, have entitled the party injured to maintain an action and recover damages in

respect thereof, then, and in every such case, the person who, or the corporation which, would have been liable, if death had not ensued, shall be liable to an action for damages, notwithstanding the death of the person injured, and although the death shall have been caused under such circumstances as shall amount to a felony." *Held*: That this statute was designed to cover cases of immediate death, which include cases both of instantaneous death and of total unconsciousness following immediately upon the accident and continuing until death, and the duration of that period of unconsciousness is immaterial.

When there is a comparatively safe and likewise a more dangerous way known to a servant, by means of which he may discharge his duty, it is negligence for him to select the more dangerous method and he thereby assumes the risk of injury which its use entails.

The plaintiff's intestate was employed as an engineer in the defendant's mill and had been so employed for about five years prior to his death. In attempting to pass under a large and rapidly moving belt shackled with "Jackson Hooks," so called, the nuts and bolts of which projected about one inch from the surface of the belt, he was struck on the head by the hooks and knocked to the floor in an unconscious condition and remained unconscious until his death seventy-five hours later. The plaintiff administrator then brought an action against the defendant under the provisions of Revised Statutes, chapter 89, section 9. The defendant contended (1) that this form of action could not be maintained as a matter of law, because the death was not immediate; (2) That the plaintiff's intestate was guilty of contributory negligence.

Held: (1) That the action was properly brought under the statute although the plaintiff's intestate survived the accident seventy-five hours. (2) That the plaintiff's intestate was guilty of contributory negligence as there was no necessity for his passing under the belt at a point where he was liable to be struck by it.

On motion and exceptions by defendant. Motion sustained. Exceptions not considered.

Action on the case brought under Revised Statutes, chapter 89, section 9, by the plaintiff as administrator of the estate of Arthur N. Perkins, deceased intestate, for the benefit of the widow of said Arthur N. Perkins, and against the defendant corporation to recover damages for the death of the said Arthur N. Perkins, such death having been caused by the alleged negligence of the defendant corporation. The declaration in the plaintiff's writ is as follows:

"In a plea of the case. For that the defendant, on the 23rd day of November, 1906, was the owner, and operator of a certain mill, with its machinery appurtenances and appliances situated in Rumford, in the county of Oxford, and State of Maine, used for the manufacture of pulp and paper. And the plaintiff avers, that it was then and there the duty of said defendant to provide a safe and suitable place for its employes to perform their labor, and also safe and suitable machinery and appliances. And the plaintiff avers that the said defendant, on said 23rd day of November, was unmindful of its duty in this behalf, in that it then and there unlawfully and negligently failed to provide either a safe and suitable place for his intestate to perform his labors, or safe and suitable machinery or appliances, as required by law. And the plaintiff avers, that as a part of the machinery of said mill, owned and operated by the defendant as aforesaid is an engine numbered four, with all of its appurtenances and appliances about which it was the duty of the plaintiff's intestate, then and there to be employed. And it is averred, that as a part of the appliances of said mill, then and there owned and operated by the said defendant, was a large belt known as the speed or power belt, which was then and there fastened, or connected, with a large wheel or pulley on said engine, and then and there extending to the main shaft in said mill, and which moved with great rapidity. And it is averred, that the defendant then and there unlawfully, carelessly and negligently connected the two ends of said belt, by means of bolts, clasps and nuts, a system of connection known to the mill trade as "Jackson Hooks;" that the said defendant, then and there unlawfully, carelessly and negligently, allowed said bolts by which the said belt was then and there connected, to project a great distance from the belt. And the plaintiff avers that on the said 23rd day of November, and for a long

time prior thereto, his intestate, Arthur N. Perkins, was then and there employed by the said defendant for hire, in its mill, as aforesaid, as engineer, and that it was the duty of the plaintiff's intestate to labor around, and about the said engine, its appurtenances and appliances. And the plaintiff avers, that while his intestate was then and there employed about said engine in the regular performance of his duty, and while in the exercise of due care and caution, and without fault on his part, due wholly to the unlawful carelessness and negligent manner, by which the said belt was then and there connected, by the said defendant, your plaintiff's intestate was then and there suddenly and forcibly struck in the head, by one of the bolts aforesaid, then and there receiving injuries from which he then and there immediately died. Whereby Lula Perkins, wife of the said Arthur N. Perkins, for whose benefit this action is brought, suffered great loss and damage, and whereby and by virtue of the statute, in such case made and provided, an action has accrued to the plaintiff, in his capacity as administrator, as aforesaid, to have and recover of the said defendant said loss and damage, for the benefit of the said Lula Perkins. Yet the said defendant, though often requested, has not paid the same, but neglects and refuses so to do, to the damage of said plaintiff (as he says) the sum of five thousand dollars, which shall be made to appear, with other due damages; and have you there this writ with your doings therein."

Plea, the general issue. Tried at the May term, 1907, Supreme Judicial Court, Oxford county. Verdict for plaintiff for \$3,250. The defendant then filed a general motion to have the verdict set aside. Several exceptions were taken by the defendant during the trial but the same were not considered by the Law Court.

The case fully appears in the opinion.

Matthew McCarthy and Wm. H. Newell, for plaintiff.

Bisbee & Parker, for defendant.

SITTING: EMERY, C. J., WHITEHOUSE, SAVAGE, SPEAR, CORNISH, JJ.

CORNISH, J. This is an action on the case brought under section 9 of chapter 89 of the Revised Statutes, for the benefit of the widow of Arthur N. Perkins the intestate, for the death

of said intestate caused by injuries received by him while in the employment of the defendant corporation. The case is before this court on motion and exceptions by defendant.

There was little conflict of testimony. The undisputed facts are as follows. Arthur N. Perkins at the time of the accident was thirty-two years of age and had been employed by the defendant as an engineer for about five years. He had charge of engines number three and four and their appurtenances situated in machine room number two. These engines and the shafting and pulleys connected therewith were similar in construction. A large belt known as the step speed belt extended from the pulley on the front cone shafting, (said pulley being set between piers on the floor) to the machine shafting at the upper part and rear of the room. The lower side of this belt moved from the machine shafting downward on an incline toward the pulley and its height from the floor varied from a few inches at the pulley to eight or nine feet at the machine shafting. The belt was eighteen inches wide, fastened together with Jackson hooks so called, the nuts and bolts of which projected about one inch from the surface and, when the machinery was in operation, as at the time of the accident, the belt moved at the rate of a mile per minute. The distance on the floor from the center of the front cone shafting to a point beneath the center of the machine shafting was about thirty feet.

Standing by the front cone shafting and looking toward the belt and the rear wall, one would see at the left of the belt and about eight inches from it two upright steel columns, the nearest nine feet distant and the farthest twenty-one. Between the farthest column and the rear wall, a distance of about nine feet, but a little toward the left, was a pump, so placed that there was a clear space of three and one-half feet between it and the column. At the left of these columns was a wide and unobstructed passageway.

On the other side, at the right of the speed belt and about ten feet from it, was a cross belt connecting the front cone shafting with the rear cone shafting. The engineer at times in the course of his duty, had occasion to visit this intervening space and this could not be reached from the broad passageway on the left without going under the speed belt at some point. At no point between the first and second columns could a man

cross without stooping, but at any point beyond the second column stooping was unnecessary as the height of the belt varied from six feet three inches to nine feet. At the time of the accident Mr. Perkins started to go beneath the rapidly moving belt at a point between the two steel columns where the height of the belt above the floor was four feet nine and three-fourths inches. His height was five feet four inches. As he crossed, he stooped, but not enough, his head was struck by the hooks in the belt and he was knocked to the floor in an unconscious condition. The accident occurred at about 10 A. M. November 23, 1906, and he remained unconscious until 1 P. M. on November 26, a period of seventy-five hours, when he died.

1. FORM OF ACTION.

The first point raised by the defense is that this action cannot be maintained as a matter of law, because death was not immediate.

It is admitted that the intestate survived seventy-five hours after the injury, taking nourishment that was administered, but was in an unconscious condition during the whole period, so that even an operation upon the skull was performed without the use of anæsthetics. The question is raised sharply whether sections 9 and 10 of chapter 89 of the Revised Statutes should be construed to cover such a case. The history of this legislation and the construction put upon it by the court are interesting and important. At common law no value was put upon human life to be recovered in the way of damages. At common law too, a right of action to recover damages for personal injuries did not survive. But by an early statute, now Revised Statutes, chapter 89, section 8, those actions that could be maintained at common law for personal injuries were made to survive and could be prosecuted by the personal representatives whether an action had been brought in the lifetime of the injured party or simply the cause of action had accrued and the injured party had died before suit was actually brought.

A remedy by indictment against steamboats and railroads in case the life of a person was lost through the carelessness of the respondent's servants was provided by chapter 70 of the Public Laws of 1848, and the limit of recovery extended to \$5,000 by chapter 161 of the Public Laws of 1855. This statute was construed to cover cases of immediate death only.

State v. Maine Central Railroad Company, 60 Maine, 491. That case came before the court on a demurrer to the indictment, which alleged that the accident occurred on June 27th, and death ensued on June 29th, but did not state whether the injured party was in a conscious or unconscious condition during that time, and the court did not attempt to define the word immediate as used in that connection.

In *State v. Grand Trunk Railway*, 61 Maine, 114, a similar proceeding by indictment, the court in re-affirming the essential element of immediate death also call attention to the conscious condition of the sufferer in these words: "In this case the evidence shows clearly and beyond a reasonable doubt, that Pullen, the person injured did not die immediately. He not only survived several hours, but during most of the time was conscious and able to converse intelligently. A right of action, therefore accrued to him which, upon his subsequent death, descended to his personal representatives."

A similar statute giving remedy by indictment was construed by the Supreme Court of Massachusetts not to be limited to cases where death was instantaneous. *Commonwealth v. Metropolitan R. R. Co.*, 107 Mass. 236.

Chapter 124 of the Public Laws of 1891, entitled "an Act to give a right of action for injuries causing death" extended, in section 1, the remedy to a civil action in these words:

"Whenever the death of a person shall be caused by wrongful act, neglect or default, and the act, neglect or default, is such as would, if death had not ensued, have entitled the party injured to maintain an action and recover damages in respect thereof, then, and in every such case, the person who, or the corporation which would have been liable, if death had not ensued, shall be liable to an action for damages, notwithstanding the death of the person injured and although the death shall have been caused under such circumstances as shall amount to a felony." Revised Statutes, ch. 89, sec. 9.

It will be noted that in this statute neither the word instantaneous nor immediate is used. The test is not life or death, as was applied by the Supreme Court of Massachusetts in construing the statute relating to the survival of actions in *Kearney v. R. R. Co.*, 9 Cush. 108; *Hollenbeck, Admr., v. R. R. Co.*, 9 Cush. 478, and *Bancroft v. B. & W. Ry.*, 11 Allen, 34. The

statute there under consideration provided that "the action of trespass on the case, for damage to the person, shall hereafter survive, so that in the event of the death of any person entitled to bring such action, or liable thereto, the same may be prosecuted or defended by or against his executor or administrator, in the same manner as if he were living." It is similar to section 8 of chapter 89 of the Revised Statutes of Maine. The court there logically held that the only question involved in the construction of that statute was whether the sufferer survived the injury. If he did, a right of action accrued without regard to the consciousness or mental capacity of the sufferer.

A right of action could only survive if it once existed and it could exist if the sufferer survived the injury for any appreciable time. The test was the continuance of life after the accident and not the length of time nor want of consciousness during that time.

Following this construction, the Massachusetts court in a subsequent case, where the injured party survived ten minutes in an unconscious state, logically held that a cause of action accrued to the intestate in his lifetime and survived to his personal representative, but there was no evidence to warrant the jury in finding that the deceased endured any conscious pain or suffering, further held that only nominal damages could be recovered. *Mulchahey, Adm'r., v. Washburn Car Wheel Co.*, 145 Mass. 281.

Counsel for defendant cite these cases as decisive of the one at bar and claim that the Act of 1891 should be construed with equal strictness, that under the facts here a right of action accrued to the sufferer to be enforced by his personal representative and that this statutory action cannot be maintained.

This brings us to the construction of the statute of 1891, which is quite different from that of the survival statute before considered. What did the legislature mean by granting a right of action although death ensues, where the act, neglect, or default is such as would have "entitled the party injured to maintain an action and recover damages in respect thereof," if death had not ensued. We think the plain intent was to give not an empty right of action but a right that should bring substantial damages, not merely a right to sue but a right to recover.

Prior to its passage if death was instantaneous, there was no

remedy whatever and if the injury was immediately followed by a comatose condition for a longer or shorter period and that by death, there was no real remedy, for although the personal representative had a right of action under the survival statute, the damages were nominal as in *Mulchahey, Adm'x., v. Washburn Car Wheel Co., supra.* The right was a husk without the kernel. To obviate this injustice and to grant compensation to the family of the injured party the Act of 1891 was passed, and a fair, just and reasonable interpretation of that statute is that it gave relief where no substantial relief existed before, and that includes both injuries producing immediate death where no action could before be brought, and those producing at once a condition of insensibility, continuing without cessation until death, where an action could be brought but only nominal damages could be recovered.

Whether the unconscious condition continues for minutes or hours or days, the reason of the rule still prevails and the statute applies.

The decisions in this State are in harmony with this view. The court held in *State v. Maine Central R. R. Co.*, 60 Maine, 490, and *State v. Grand Trunk Railway*, 61 Maine, 114, under the indictment statute that death must be immediate, without attempting to define the precise meaning of the term. In *Sawyer v. Perry*, 88 Maine, 42, which came to this court on a demurrer to the declaration and was the first case under the civil act of 1891, the court for the first time defined the meaning of "immediate," in these words, the same justice drawing the opinion as in both the indictment cases above referred to.

"We do not say that the death must be instantaneous, we have never so held. Very few injuries cause instantaneous death. Instantaneous means done or occurring in an instant, or without any perceptible duration of time; as the passage of electricity appears to be instantaneous. * * *. And when we say that the death must be immediate, we do not mean to say that it must follow the injury within a time too brief to be perceptible. If an injury severs some of the principal blood-vessels and causes the person injured to bleed to death, we think his death may be regarded as immediate though not instantaneous. If a blow upon the head produces unconsciousness and renders the person injured incapable of intelligent

thought or speech or action, and he so remains for several minutes and then dies, we think his death may very properly be considered as immediate though not instantaneous. Such a discrimination may be regarded by some as excessively exact or nice, and therefore hypercritical. But, in stating legal propositions it is impossible to be too exact; and while other courts, and some writers of text books, have used indiscriminately the words instantaneous and immediate, and the adverbs instantaneously and immediately, we have not regarded them, in this class of cases, as meaning precisely the same thing, and have preferred to use the words immediate and immediately, as being more comprehensive and elastic in their meaning, than the words instantaneous and instantaneously, and better calculated to convey the idea which we wish to express. Of course, an instantaneous death is an immediate death; but we have not supposed that an immediate death is necessarily and in all cases an instantaneous death."

The word immediate is, as the court say, an "elastic term," depending upon the facts of each case. This construction recognizes a statutory right of action in case of an injury producing unconsciousness that continues until death. The doctrine admitted, it matters not how long a period of unconsciousness may intervene.

In *Conley v. Portland Gaslight Co.*, 96 Maine, 281, which also came to this court on demurrer to the declaration, the court emphasizes the same view in the following language:

"As construed by our court in *Sawyer v. Perry*, supra, it is obvious that the statute of 1891 in question, affords a right of action for "injuries causing death" substantially like that given to employes by the Employers' Liability Act in Massachusetts. The third section of that Act (c. 24, P. S. of 1887) gives a right of action "where an employe is instantly killed, or dies without conscious suffering;" and it was held in *Martin v. Boston and Maine Railroad*, 175 Mass. 502, that an action could not be maintained under this statute in a case where the injured person survived and endured conscious suffering less than one minute after the injury. See also *Hodnett v. Boston & Albany Railroad*, 156 Mass. 86; *Green v. Smith*, 169 Mass. 485, 61 Am. St. Rep. 296; *Wiley v. Boston Electric Light Co.*, 168 Mass. 40.

“Whether, in the case at bar, it might not reasonably be considered an immediate death within the meaning and purpose of our statute, if the decedent immediately became unconscious after his injury and remained in a comatose state for twenty minutes or even for several hours or days, until life became extinct, it is unnecessary here to determine.”

In the case under consideration this question is squarely raised and it is the opinion of the court that the suggestion in *Conley v. Portland Gaslight Co.*, is sound and that the statute of 1891 was designed to cover cases of immediate death, which include cases both of instantaneous death and of total unconsciousness following immediately upon the accident and continuing until death, and the duration of that period of unconsciousness is immaterial. The defendant's contention upon this point fails.

2. CONTRIBUTORY NEGLIGENCE.

The cause of the accident was the intestate's act in attempting to pass beneath the swiftly moving belt at such a point that he was hit by the Jackson hooks. The danger was an obvious one, at least the belt itself was obvious, and the danger of contact with it, whatever the fastening, was apparent to any man using his senses. It was not necessary that he should appreciate the danger in all its details. *Connelly v. Woolen Co.*, 163 Mass. 156. But the evidence is convincing that the intestate did know and appreciate the particular danger of which complaint is now made. These hooks had been placed upon the belt about six months before the accident, and had been in continuous use since. Admitting that they could not be seen when the belt was in motion, yet the engine was shut down every Sunday morning for the day in order that the engine, shafting and belting might be inspected and the plaintiff as engineer was present during that time. He had full opportunity to know and must have known what these fastenings were. This is confirmed by the testimony of two witnesses, one of whom testified that Mr. Perkins helped him mend the belt on engine No. 3, which was similar to No. 4 and under Perkins' charge, and the other testified that Perkins once told him he “would hate to get hit by them.” The conclusion that Perkins knew the exact condition is irresistible. Assuming that duty called the intestate to the open

space beyond the belt, he had two routes open before him by which to reach it, one admittedly safe, the other attended with danger; one enabling him to pass beneath the belt between the second pillar and the rear wall, where there was a passageway of three and a half feet between the second pillar and the pump, and a clear space between the top of his head and the belt of from one to three feet, and the other between the two pillars where the belt was about six inches below the top of his head and he must stoop low if he could pass beneath it at all.

He chose the latter, the obviously unsafe route and he alone must bear the consequences. In *American Linseed Co. v. Heins*, 141 Fed. Rep. 49, the employe made a similar choice and on this point the court say: "There was no necessity justifying his conduct in passing over the revolving drum. He could have reached the place to which he desired to go by means of a platform which at least in comparison with the way he did adopt was entirely safe. His failure to choose the safe way was under the decisions of this court negligence."

In *Morris v. Railway Co.*, 108 Fed. Rep. 747, the court declare the rule as follows: "When there is a comparatively safe and a more dangerous way known to a servant, by means of which he may discharge his duty, it is negligence for him to select the more dangerous method and he thereby assumes the risk of injury which its use entails." To the same effect are *Russell v. Tillotson*, 140 Mass. 201; *Galvin v. R. R. Co.*, 162 Mass. 533; *Leard v. Paper Co.*, 100 Maine, 59. This was not the case of an emergency call and a quick hurrying order from a foreman which the servant instinctively obeyed, as in *Millard v. Railway Co.*, 173 Mass. 512, and *Jensen v. Kyer*, 101 Maine, 106. Here the servant acted voluntarily and deliberately and made the short cut which he must have known was dangerous had he stopped to think, or else he attempted it thoughtlessly. Either view would prevent recovery.

It is fair to assume that he did think of the danger and relied upon his own judgment to avoid it because the only witness who saw the accident states that he saw him stooping as he approached the belt. But to attempt to pass voluntarily and unnecessarily beneath a rapidly moving belt at such a point that

he was liable to be struck by it and owing to his own error in judgment was in fact struck by it, was clearly negligence on his part.

Analogous cases of a set screw upon a revolving shaft emphasize this accepted doctrine. *Rooney v. Cordage Co.*, 161 Mass. 153; *Ford v. Mount Tom Sulphite Co.*, 172 Mass. 544; *Demers v. Marshall*, 172 Mass. 548; *Same v. Same*, 178 Mass. 9. In *Kennedy v. Merrimack Paving Co.*, 185 Mass. 422, where an experienced machinist attempted to step over a revolving shaft, the plaintiff's right of recovery was denied in these words: "The plaintiff was a man of experience; and, while he testified that he did not know of the existence of the old collar on the shaft, he had ample opportunity to ascertain its existence. The defendant was not bound to change his machinery or to point out to the plaintiff the fact of the existence of the set screw or the collar. The danger from the revolving shaft was apparent, and as such shafts have collars fastened to them by set screws, a fact well known to the plaintiff, his getting so near the shaft as to be caught was an act of negligence. Moreover he could have gone by a safer way, and, unless he chose to take the risk of stepping over a revolving shaft, he could have stopped the engine, over the running of which he had full control."

The fact that others took the same route in doing the same work is immaterial. *Gillette v. Electric Co.*, 187 Mass. 1. That fact rendered the way no less dangerous nor their conduct less negligent. It is common knowledge that experience sometimes renders men careless in the performance of duties and leads them to take chances that the ordinarily prudent man under the same circumstances would not take. It is needless to multiply authorities. After a careful consideration of the whole evidence, we feel satisfied that the unfortunate accident to the plaintiff's intestate is attributable to the want of due care on his own part.

This view of the case renders it unnecessary to consider the question of negligence on the part of the defendant or the exceptions.

Motion sustained. Verdict set aside.

(104 Maine, page 135).

FRANK O. YOUNG *vs.* IRA H. RANDALL.

Kennebec. Opinion April 21, 1908.

Master and Servant. Negligence. Assumption of Risk.

When one enters into the service of another, by virtue of the employment he assumes the risk of all obvious and apparent dangers which are incident to the business, and of all which, by the exercise of reasonable care, one of his age, care and experience ought to know and appreciate. He also assumes the risks of all dangers, of which he knows and which he should appreciate whether obvious and visibly apparent or not.

The plaintiff while operating a swinging circular saw in the defendant's employ sustained personal injuries resulting in the loss of the second and third fingers of the left hand and the mutilation of the fourth finger so as to render it useless, and caused by the alleged negligence of the defendant. The plaintiff thereupon brought an action against the defendant and recovered a verdict for \$1,000. Assuming all the facts to be as claimed by the plaintiff, *Held*: That the action cannot be maintained and the verdict is so clearly wrong that the same must be set aside.

On motion by defendant. Sustained.

Action on the case to recover damages for personal injuries sustained by the plaintiff while operating a swinging circular saw in the defendant's employ, resulting in the loss of the second and third fingers of the left hand and the mutilation of the fourth finger so as to render it useless, and caused by the alleged negligence of the defendant in that the saw table "was not provided with any standards or upright pieces sufficiently near the path of the saw, so that a log or bolt could rest against the same and be held steadily in place and prevented from swinging in and upon said saw, and thereby said plaintiff's employment was made unnecessarily dangerous.

Plea, the general issue. Verdict for plaintiff for \$1,000. The defendant then filed a general motion to have the verdict set aside.

The case is stated in the opinion.

Williamson & Burleigh, for plaintiff.

A. M. Goddard, for defendant.

SITTING: EMERY, C. J., STROUT, SAVAGE, SPEAR, CORNISH, JJ.

CORNISH, J. Tort for personal injuries while operating a swinging circular saw in defendant's employ. The defendant is a manufacturer of lumber and manager of the Augusta Lumber Company, which operates a large mill at Augusta. In the spring of 1905, he purchased a lot of standing timber in the neighboring town of Belgrade and sent a crew there to cut and manufacture the same. Among them was the plaintiff who was the owner of a team of four horses and of a portable sawing machine driven by a gasoline engine. After working with his team five or six weeks yarding logs, the plaintiff started his sawing machine and with the assistance of Mr. Weston, the foreman, attempted to saw a small lot of ash logs into shovel handle bolts about forty-four inches long. This proved impracticable as the logs, varying in length from twenty-five to thirty feet, were too heavy to be handled and sawn easily with his machine which was constructed in the ordinary way for sawing cord wood, with a stationary circular saw and a push or sliding table.

The foreman then suggested the necessity of a swinging saw with a stationary table, and informed Mr. Randall through the plaintiff where a second hand machine of that sort could be obtained. Mr. Randall thereupon procured the saw and sent it, with necessary shafting and pulleys purchased elsewhere, to Belgrade, and with it went Mr. Dixon his millwright, who was to have charge of setting it up.

The temporary machine was then hastily constructed. A table or platform about eighteen inches wide and two feet high was built of planks resting on blocking. The left end of this table, viewed from the operator who stood in front of it, was connected with a run provided with rolls over which the logs were pushed by hand lengthwise from the ground upon and along the table. Against the side of the table opposite the operator stood three heavy logs or posts set firmly in the ground and extending above the table six or eight feet, carrying on their tops the bearings or boxes which held the main shaft. One of these posts stood within a few inches of the right end of the

table, another toward the left end and eight feet from the first, and between the two was a third, the exact location of which is in controversy. At the right of this middle post and one foot from it, according to the plaintiff, or two and one-half inches from it according to the defendant, the saw frame or ladder was suspended from the main shaft in such a manner that the circular saw attached to the lower end could be swung forward and backward in the slot, extending part way across the table, by means of an oxbow bolted to the ladder and extending forward toward the operator. The distance from the saw to the right end of the table was the exact length of a bolt, forty-four inches. Four men were employed in working the machine, two at the left with cant dogs to push the logs upon the table and hold them in place, one to operate the saw, and one at the right to keep the end of the log flush with the end of the table, and to remove the bolts. In operation the logs were pushed upon the table, the larger end ahead, the scarf was first sawn off, then the various bolts and if the smaller end was less than six inches in diameter, that portion was used for cord wood.

As the saw was hung somewhat higher than the table, it had a natural tendency in cutting, to draw the logs toward and under it, a tendency which was stronger in the smaller logs, and which could be resisted only by having proper guards and supports on the back of the table. The failure of duty alleged by the plaintiff in his writ is that the saw table "was not provided with any standards or upright pieces sufficiently near the path of said saw, so that a log or bolt could rest against the same and be held steadily in place and prevented from swinging in upon said saw." The plaintiff admits the existence of the three posts before described, but says they were insufficient for the purpose, as there was a space of forty-four inches at the right of the saw, and of one foot at the left without any support or guard whatever, so that in sawing a stick of such a length that it reached from the right end of the table to a point between the saw and the post on the left, it had no support whatever, except at the extreme right end, and the action of the saw tended to pull it in toward itself taking with it the hand of the operator resting upon the stick. The defendant met this issue by offering evidence tending to show that the distance

from the saw to the post on the left was only two or three inches, that four or five inches at the right of the saw was an additional post firmly set in the ground and extending above the table, placed there to serve this very purpose, and also that guides or guards were attached to the back of the table, the one at the left of the saw extending from post to post, being a timber four inches square, and the one at the right, from post to post, a plank two by six set on edge.

Here was a sharp issue of fact, the plaintiff admitting that if the fourth post and the guards were there at the time of the accident, the table was reasonably safe, and the defendant admitting that if they were not there it was negligently constructed.

The jury found for the plaintiff upon this as upon all other issues and their verdict the defendant asks to be set aside. It is unnecessary to consider the question of the defendant's care or want of care in the construction of the machine. The plaintiff is in this dilemma. If the defendant was not guilty of negligence in this respect the plaintiff admittedly cannot recover. If the defendant was guilty of negligence the plaintiff is precluded from recovering because of his own knowledge of the careless construction and his assumption of the attendant risks. This is a fatal point in the plaintiff's case.

The particular danger on which he bases his right to recover was the lack of protection against the tendency of the saw to draw the logs to itself. But this was no concealed or hidden danger. It was obvious as soon as he began to operate. He felt the tendency to draw. He admits it. He saw the lack of protection, and with his experience he must or at least should have known the risk attendant upon the sawing of a stick resting against only one support. The plaintiff was not an inexperienced boy, but a man thirty years of age, of intelligence and of some experience with circular saws. He was the owner of a portable saw mill and had himself operated it six weeks or more during the previous winter, and in that time must have learned its traits. While that worked on a somewhat different plan from this, yet the difference and its effects must have been obvious to him. He had asked for no instructions before beginning work nor during its progress though Mr. Weston, the foreman, stood

near by. He apparently needed none. The foreman could have told him nothing that he himself could not see and appreciate. In his writ he does not complain because no instructions were given him. He began and continued the work without protest or objection, confident of his own knowledge and experience. There is evidence that he even showed impatience when cautioned more than once by the foreman not to jump the saw and not to keep his left hand upon the log. His method of operation was to pull the swinging saw by the oxbow with his right hand, while he steadied himself by placing his left hand upon the log at the right and within five or six inches of the saw itself. He worked but little the Wednesday afternoon that the machine was completed, as the saw needed setting and filing, but began on Thursday morning and worked during the forenoon. He says that he noticed the tendency of the saw to pull the logs toward it as it cut, especially the smaller and more crooked ones, and during the forenoon "there was one log that the cant of it was kind of up and kind of crooked and it turned down as a stick naturally would, the saw pinched in the wood a mite and the log rolled toward the saw and went out through." The accident of the afternoon was practically a repetition of this. In the afternoon the plaintiff had worked but half an hour before he was injured. His own description of the accident is clear. "Well, we had a log come up and I sawed off this scarf, and it came on and I sawed it again, I should say three or four cuts into three or four of these sticks that we used for bolts, and then there came a piece here that was just a little longer than it ought to be, about six inches longer, and I thought it was smaller than six inches, so I threw it off, but Weston wanted it sawed,—so I took it up and held it on the saw like that (illustrating) and the saw bit on to it and took my hand in." "I took hold of this saw and brought it to me and as I did, it kind of rolled this way a little and when I put the saw on she bit here and then caught and went right over like that (illustrating). I think both pieces went out under the saw that way. I know they got out of my way." On the plaintiff's own statement nothing unusual happened, nothing that the plaintiff might not himself have anticipated if the conditions were favorable. He nowhere stated that he did not see and appreciate the precise risk in question. He simply denies having worked on this par-

ticular kind of a machine prior to the day of the accident. The doctrine of assumption of risk has been so often and so fully expounded that its mere statement is sufficient.

“When one enters into the service of another, by virtue of the employment he assumes the risk of all obvious and apparent dangers which are incident to the business, and of all which, by the exercise of reasonable care, one of his age, care and experience ought to know and appreciate. He also assumes the risks of all dangers, of which he knows and which he should appreciate whether obvious and visibly apparent or not.” *Babb v. Paper Co.*, 99 Maine, 298. See also *Mundle v. Mfg. Co.*, 86 Maine, 400. The application of this firmly established principle to the case at bar precludes recovery. The accident arouses our sympathy but assuming all the facts to be as the plaintiff claims, this action cannot be maintained. *Demers v. Deering*, 93 Maine, 272; *Wilson v. Steel Edge Stamping Co.*, 163 Mass. 315; *Tenanty v. Boston Mfg. Co.*, 170 Mass. 323; *St. Jean v. Tolles*, 72 N. H. 587.

The jury did not give proper consideration to the plaintiff's assumption of the risk. Whether they were unduly affected by sympathy or by the unmaintainable position so persistently contended for by the defendant's counsel as to the ownership of the machine or by both, it is impossible to determine. But whatever the cause, the verdict is so clearly wrong that the entry must be, *Motion sustained. Verdict set aside.*

(104 Maine, page 380).

DAVID LEBRECQUE vs. HILL MANUFACTURING COMPANY.

Androscoggin. Opinion October 8, 1908.

Negligence. Master and Servant. Defective Leather Belt.

When a person is employed in a mill to tend and operate a machine and the relation of master and servant exists between him and his employer, it is the primary duty of the master to use all ordinary care to provide a reasonably safe place in which the servant is required to work, and to provide and maintain reasonably safe and suitable machinery for the servant to operate, so that by the exercise of ordinary care on his part the servant can perform the service required of him

without liability to other injuries than those resulting from simple and unavoidable accidents.

The plaintiff was employed as an operative in the picker room of the defendant's cotton mill, and while so engaged he received a severe personal injury causing a fracture of his right arm at three different points and resulting in the amputation of the arm near the shoulder. The plaintiff contended that the injury was caused by the breaking of a defective leather belt connecting two of the pulleys of the machine called an "opener" which he was employed to tend and operate, and that there was a failure of duty on the part of the defendant towards him in allowing a defective belt to be used and thus exposing him to unnecessary peril while he was himself in the exercise of ordinary care and without knowledge of the unsuitable condition of the belt. The plaintiff recovered a verdict for \$3,083.81. Under the facts and circumstances, which are stated in the opinion, *Held*: That the verdict cannot be deemed unmistakably wrong and that the court would not be warranted in setting it aside.

It is an axiom in mechanics that the fact that a belt breaks at a particular point is sufficient evidence that such point is the weakest place in the belt.

On motion by defendant. Overruled.

Action on the case to recover damages for personal injuries sustained by the plaintiff while employed as an operative in the picker room of the defendant's cotton mill, and caused by the alleged negligence of the defendant. Plea, the general issue. The plaintiff recovered a verdict for \$3,083.81. The defendant then filed a general motion for a new trial.

The case is stated in the opinion.

McGillicuddy & Morey, for plaintiff.

Oakes, Pulsifer & Ludden, for defendant.

SITTING: EMERY, C. J., WHITEHOUSE, SAVAGE, PEABODY, SPEAR, BIRD, JJ.

WHITEHOUSE, J. On the fourth day of September, 1906, the plaintiff was employed as an operative in the picker room of the defendant's cotton mill, and while so engaged he received a severe personal injury causing a fracture of his right arm at

three different points and resulting in the amputation of the arm near the shoulder. In a suit brought against the company to recover damages for the injury, the plaintiff contended that it was caused by the breaking of a defective leather belt connecting two of the pulleys of the machine called an "opener" which he was employed to tend and operate, and that there was a failure of duty on the part of the company towards him in allowing a defective belt to be used and thus exposing him to unnecessary peril while he was himself in the exercise of ordinary care and without knowledge of the unsuitable condition of the belt. The jury returned a verdict in favor of the plaintiff for \$3,083.81, and the case comes to the Law Court on a motion to set aside this verdict as against the evidence.

In the picker room where the plaintiff worked, the preparatory processes of manufacturing appear to be carried on. There the bales of cotton are opened and the cotton torn apart and subjected to some degree of manipulation. It is then run through the machine called the "opener," for the purpose of lightening and cleansing it. The entire machinery of the "opener" comprises a hopper where the cotton is introduced, the feed compartment with two aprons, a "chopper" or comb and a fan, and a beater with a wooden tunnel or hood attached through which a draft is forced for the purpose of drawing the cotton into another machine in the room above. The beater is driven by power communicated by means of a belt from a large pulley overhead, and makes about 1350 revolutions a minute. On the end of the beater shaft is a small pulley four inches in diameter, and the aprons, comb and fan in the feed compartment are all operated by power transmitted from the small pulley on the beater shaft by means of the belt in question, two inches in width, which is alleged to have been defective, to a pulley eighteen inches in diameter with spokes in it revolving on an axle three or four feet distant from the beater shaft. This feed pulley, eighteen inches in diameter makes 292 revolutions a minute.

It is not in controversy that even with the exercise of ordinary care and skill in the operation of this machinery, the cotton running through the "opener" will occasionally become clogged either in the beater or in the tunnel through which the cotton

passes from the beater. In such a contingency it may become necessary and proper either to stop all of the machinery constituting the "opener" or to stop only the feed pulley. In the former case a shipper is provided for the purpose of disconnecting the beater from the power overhead. This is known as the "big shipper," and it is equipped with a long wooden handle pendent within the reach of the operative when he is standing on the floor by the side of the machine. By thus "shipping the overhead belt" all parts of the machine may be stopped in about 22 seconds. The small shipper on the lower floor with the two iron prongs between which the belt in question passes in running over the feed pulley, is operated automatically by a wire rope from the room above, and was not designed to be used to take the belt off of the feed pulley by the operative on the lower floor. Whenever it is deemed advisable to stop the feed pulley without stopping the beater, the operative removes the belt from the feed pulley with his hand while the machine is in motion. By this method the motion of the pulley is stopped in about four seconds. It is not in controversy that when the plaintiff was employed fourteen months before the accident, he was instructed by Beauchene, the boss of the picker room, both by precept and example, to stop the feed pulley by removing the belt with his hand while the machine was in motion; and it is not in dispute that this had been the practical method of stopping the feed pulley for the entire fifteen years during which this machine had been used in the picker room. Overseer Mitchell, testifying for the defense, admits that Beauchene, the boss and belt fixer in that room was authorized to instruct the operators to stop the feed portion of the machine in that way, and Beauchene himself admits that he told the plaintiff that that was the way to do it, and gave him an illustration of his manner of doing it by taking off the belt with his own hand while the machine was running at full speed. It is suggested, however, that Beauchene employed both hands to do it, using his left hand to steady the small automatic shipper and his right hand to take off the belt; but Beauchene expressly admits that if the belt breaks when the operative is in the act of removing it from the pulley "it will fly just the same whether he is taking it off with one hand or two." Although during the time the plaintiff was running the machine,

the belt had broken several times prior to the day of the accident and had been repaired by Beauchene, there is no evidence that it had ever broken before while the operative was in the act of removing it; and during the entire fourteen months of the plaintiff's service in operating the machine whenever it became necessary to stop the feed pulley, the belt was removed by him in essentially the same manner as when he attempted to remove it at the time of the accident, and in every instance without injury to himself or the belt.

In the declaration in the plaintiff's writ, it is alleged that at the time of the accident the machine became clogged and that he attempted to stop it by removing the belt in question from the pulleys with his hand and took hold of the belt with his hand for that purpose; but while the machine and its pulleys were revolving with great speed, the belt in question "by reason of its worn, weak, defective and unsuitable condition," suddenly broke and with great force and violence came in contact with the plaintiff's right hand and arm and pulled his right hand and arm into the revolving pulleys and other parts of the machine and thereby broke, wounded and lacerated the arm, so that it became necessary to amputate it between the elbow and shoulder joint.

The plaintiff's account of the accident as given in his testimony, reduced to a narrative form, is as follows: "I was doing my work on the machine. I noticed the cotton was coming up bad in the tunnel. It was going up rolling and coming down, and I stopped the machine to get it out of the tunnel and see what the matter was. I did the same as usual, as was taught me. I stopped the big strap by the big shipper. Then I did as usual and went to take off the small one with my hand. While I was pulling it, it broke. When I pulled the strap like this, it broke and threw my arm this way. I had my left hand on the belt trying to take it off. I was standing a step from the big pulley, where I generally stood. I was right close to it. I took hold of the belt with my left hand. My right hand was right side of me. The belt broke and I didn't know much of anything afterwards. I heard some noise and it went altogether,—the noise and myself who had the accident. It went as rapidly as lightning. I heard something crack, but at the same time I received everything. The machine was running at that

time. It was moderating. I couldn't say how many turns. I heard the strap break and that is all I saw.

Q. Did it strike your hand? Did the belt strike or wind around your hand?

A. That is it. I thought it put me into the pulley. I couldn't see how it put me into the pulley. It went too fast. It put my right arm into the big pulley with spokes in it and broke my arm in three places.

In taking the belt off, I did nothing to break it. I always took it off the same way. It was the way they told me to take it off.

As I put my hand on the belt it broke and then it twirled and caught my right arm and pulled me into the pulley.

I could have stopped the machine when it was clogged by taking hold of the handle of the big shipper, but I couldn't wait; it had to be done immediately. It would have retarded the work. My reason for not waiting was to do the work faster; because we were ordered to do it that way. I took hold of the handle of the shipper because I didn't know (whether the cotton was clogged) in the tunnel or down in the beater.

The belt broke four or five days before I got hurt, before the last time. I was a little way off. We found it broken. That part of the machine was stopped. The belt had broken before, but a strap may break and be repaired so it will be just as strong as it was before. I didn't bother with the straps because it wasn't my business. I didn't doubt the strap. I thought it was good."

When the plaintiff was injured he was working on the machine alone. No other person witnessed the occurrence. But it was not in question that immediately after the accident the plaintiff was found lying on the floor near the machine at which he had been at work, apparently unconscious with his right arm broken in three places, and a cut on his forehead, which was bleeding. The broken belt was lying on the floor near the pulleys, and "seemed to be twisted up in a circle." There was blood on the floor near the belt.

The principles of law applicable to this state of facts are well settled and familiar. They have been so repeatedly stated and critically distinguished and applied in the recent decisions of this court, that no elaborate discussion of them is here

required. The relation of master and servant existed between the plaintiff and the defendant. It was the primary duty of the defendant to use all ordinary care to provide a reasonably safe place in which the plaintiff was required to work, and to provide and maintain reasonably safe and suitable machinery for him to operate, so that by the exercise of ordinary care on his own part, the plaintiff could perform the service required of him without liability to other injuries than those resulting from simple and unavoidable accidents.

In *Caven v. Granite Company*, 99 Maine, 278, the plaintiff's death was caused by the breaking of a defective eye in a wire cable into which the tackle had been hooked designed to support a movable stage. It was contended in behalf of the defense that the plaintiff was charged with the duty of the master to see that that part of the guy was sufficient for the purpose. But it appearing that this was a part of a completed structure furnished by the defendant for the use of its servants, and that the plaintiff was not expressly charged by the superintendent with any duty respecting it except to select good tackle and secure the guy to its anchorage, it was held that he assumed no risk and was guilty of no negligence. The question is thus treated in the opinion of the court: "If the appliances are of such a character as to be likely to become weak or worn or out of order by time or use, reasonable care requires the master to make examinations or inspections at reasonable intervals, in order that defects may be discovered and remedied. And the servant has a right, so far, to rely upon the presumption that the master has done its duty in all these respects. The servant on his part is bound to use reasonable care. He is conclusively held to have assumed the risks of dangers which are known to him, and as well, those which are incident to his work and which are obvious and apparent to one of his intelligence and experience. Though he may have the benefit of the presumption that his master has performed its duties, yet he is bound to use his eyes and his mind, and to see the things before him which are obvious. He is chargeable with knowledge of the things and conditions which he sees or ought, by the exercise of reasonable care, to see. And the master has a right to presume that he will see and guard against obvious

dangers. If the servant fails in this respect, he is negligent. But he is not ordinarily bound to examine or inspect appliances, or to discover dangers not obvious. He is not bound to do so, unless charged with that duty by the master, or by the character of his work. He may rely upon the presumption that the master has inspected."

That the belt in question in the case at bar was in fact defective and of insufficient strength to transmit the power and maintain the velocity required of the feed pulley in the machine operated by the plaintiff, satisfactorily appears from the testimony in the case considered in connection with the appearance of the belt itself which is exhibited in evidence. The jury so found, and there is a clear preponderance of evidence in support of their finding upon that proposition.

The jury also found that the defendant failed to exercise due care and vigilance in regard to the inspection of this belt, and neglected to provide the machine with a reasonably safe and suitable belt, and it is the opinion of the court that this conclusion cannot justly be declared manifestly wrong. The testimony of Beauchene himself, who was charged with the duty of the master to make the necessary inspection and repair of the belts in the plaintiff's room, discloses an unexplained neglect of duty on his part to make proper inspection, and a manifest failure to appreciate the nature and extent of the responsibility imposed upon him. He expressly admits in his testimony that he made no inspection to discover defects. He says: "I leave the belt to run all he can run. I find out if he break I fix him up. If my man find out he want fix, he tell me to fix it.

Q. Let it go as long as it would until it broke and then you would fix it? That is right isn't it, Mr. Beauchene?

A. Yes.

Q. You didn't take the trouble to go around and look at the belt and see how it was?

A. No.

Q. Now if you saw a crack in a belt like that, wouldn't you cut that out too?

A. If I see him, I fix the belt.

Q. If you saw it you wouldn't let the belt run that way, would you?

A. No.

Q. And that was just the way this belt was running when this belt broke, wasn't it? That is true, isn't it?

A. Well it is supposed to be run that way."

This man had worked in a picker room twenty-two years, and had served in the plaintiff's room the last time for four consecutive years immediately preceding the accident. According to the plaintiff's testimony the belt broke and was repaired by Beauchene only four or five days before the last break. This is not denied by Beauchene. He only states that he doesn't remember when he last repaired it. Beauchene then knew that the belt was in use when he took charge of the room four years before but did not know how much longer it had been there. If he had then given the belt such a careful examination as his duty required him to give it, and compared the patent defects in the other portions of it with the condition of the broken ends, he would doubtless have condemned the belt as no longer safe and suitable for use. The plaintiff had only been there fourteen months, and had no knowledge of the age of the belt. He had never been charged with any responsibility in the inspection of belts and never had any experience in testing or specially observing the tensile strength of leather which had become cracked and weakened by time and use. The surface cracks were obvious, but they were not necessarily serious defects. The plaintiff was not sufficiently expert to distinguish at a glance harmless surface cracks from the destructive rents caused by great age and hard usage. He was justified in assuming that the decision of the belt fixer, Beauchene, to continue this belt in use after the repairs made by him four or five days before the accident was a sufficient guaranty of its strength and fitness. He could properly rely upon the presumption that the duty of the master had been performed. He says he "did not doubt the belt;" he "thought it was good." Under these circumstances the conclusion of the jury that the plaintiff assumed no risk and was guilty of no negligence in removing the belt as he had been instructed to do and as he had safely done for fourteen months prior to that time, cannot be deemed manifestly wrong.

But it is earnestly contended in behalf of the defendant that the plaintiff's account of the manner in which his injuries were received is so improbable and so discredited by the evidence,

that it ought to be rejected as incredible and essentially untrue. It is argued that the belt did not break in a defective or the weakest place, and that the breaking of the belt did not cause the accident. It is suggested as a more probable theory of the plaintiff's injury that in his haste to remedy the difficulty caused by the apparent clogging of the cotton in the tunnel, he slipped and plunged his right arm into the feed pulley or under the belt, and that the breaking of the belt was the effect and not the cause of his accident.

There is unquestioned plausibility in the theory thus suggested but it appears to be founded wholly upon conjecture and not upon evidence. It will be remembered that the feed pulley 18 inches in diameter, was capable of 292 revolutions a minute, and allowing for some reduction of speed after disengaging the power overhead, it was doubtless making more than 200 revolutions a minute at the moment of the accident. The plaintiff says, "I did as usual and went to take off the small strap with my hand. While I was pulling it it broke, and I didn't know much of anything afterwards. . . . It went as rapidly as lightning. . . . The belt broke and then it twirled and caught my right arm and pulled me into the pulley. I couldn't see how it put me into the pulley. It went too fast." This is a succinct account of an exciting occurrence which inflicted upon the plaintiff a grievous injury and rendered him unconscious. All the incidents involved in it were comprised within a single instant of time; and it is difficult to conceive how a more definite or precise statement of the manner in which his arm was drawn into the pulley, or a more detailed account of the occurrence could truthfully be given by the victim. This version of the accident given by the plaintiff is not contradicted by any direct evidence in the case, and does not appear to be essentially discredited by circumstances or improbabilities.

With respect to the suggestion that the belt did not break in the weakest place, it is only necessary to observe that the diagonal course of the rupture across the leather and the appearance of the broken ends of the belt are wholly inconclusive evidence both of the cause of the breaking and of the strength of the belt at that point in comparison with other obviously weak places in

it. There is no controlling circumstance to show that all parts of the tense side of the belt which was carrying the load at the moment of the accident were not subjected to an equal strain and if so it is an axiom in mechanics that the fact that the belt broke at a particular point is sufficient evidence that that point was the weakest place in it.

The further suggestion that the plaintiff may have put his hand between the belt and revolving pulley, and thus caused the belt to break utterly fails to account for the fact that the arm was broken and twisted in three different places, extending from the wrist to a point near the shoulder, for the reason that the arm would in that event be on the outside of the pulley and not between the spokes. The condition of the arm when the plaintiff was found by the side of the machine after the accident, tends to corroborate the plaintiff's account of his injuries.

It is finally contended that it is impossible that the plaintiff's right arm could have been drawn between the spokes of the pulley by the twirling of the end of a broken belt, according to the plaintiff's theory. But in answer to an inquiry, the defendant's witness Buchanan, a second hand with twenty years' experience having jurisdiction of the picker rooms thus testifies.

Q. Is there any telling what direction a belt will go when there is an accident on the machine and it breaks?

A. I could hardly tell which way a belt will go.

Q. If it is around the shaft and in any way it gets caught in the spokes of a pulley, wouldn't that be likely to carry it around with the pulley and twirl it?

A. If it is caught in the spokes it would be apt to. I don't see how it could do any other way.

It has been noticed that the plaintiff has not assumed to know or to state precisely how his arm was drawn into the pulley, but it affirmatively appears from his account of the accident that he was in the exercise of ordinary care and that in some way the breaking of the belt was the proximate cause of his injuries. The jury saw him and judged him. They decided that his description of the occurrence was a truthful statement and not a fraudulent invention. They found that his account of it was not so inherently unreasonable and improbable and not so overborne by established facts and circumstances that they could not accept it as the basis of their verdict. They rendered their

verdict in accordance with it, and the question now presented to the court is "whether this conclusion could be arrived at by fair minded men by any reasonable inference from the evidence, even though other and contrary inferences might seem to us more reasonable." "To set aside the verdict of a jury is to say that the inference drawn by the jury is indisputably wrong,—that no such inference can fairly be drawn by any fair minded men,—that the contrary inference is not only the more reasonable inference, but is the only reasonable inference." *York v. Me. Cen. Railroad Co.*, 84 Maine, 117. The verdict of the jury in this case cannot be deemed unmistakably wrong and the court is not warranted in setting it aside.

Motion overruled.

(104 Maine, page 561).

ANGELE PODVIN vs. PEPPERELL MANUFACTURING COMPANY.

York. Opinion December 22, 1908.

Master and Servant. Obvious Dangers. Assumption of Risk. Negligence. Set-Screws.

1. If the employer furnishes the operative a machine, strong, in good repair and without dangerous features not visible to an observing operator or made known to him and such as the employer should have known, he, the employer, discharges his full legal duty to the operative in that respect. He can otherwise use machines of such pattern, detail of construction, and roughness of finish as he prefers, leaving to the operative free choice to operate the machine or not as he prefers.
2. The employer of an operative upon a machine is not legally obliged to have the set-screws upon the machine so countersunk or otherwise fixed so as to remove all danger from them, provided they are plainly visible to an observing operative.
3. An operative undertaking to operate a particular machine, without stipulation to the contrary assumes the risk of injury not only from those features of the machine called to his attention, but also those open to observation. It is the duty of the operative to acquaint himself with, at least, all the visible features of the machine before undertaking its operation.

4. An operative's ignorance of set-screws in the machine does not relieve him of the risk of danger from them where they are plainly visible and easily seen.
5. In this case the set-screws projecting five-eighths of an inch above the surface of the collar on the small shaft, were plainly visible to an observing operative being near and in front of a window. The female operative of mature years had operated the machine in that condition for nineteen years during which time she cleaned the machine about the set-screws and the floor under them at least twice a week. *Held*: That she was chargeable with knowledge of the set-screws and not having stipulated to the contrary, had assumed the risk of danger from them.
6. Although the female operative had the duty to pick up articles as they fell to the floor under the shaft bearing the set-screws, she nevertheless, under the circumstances above stated, assumed the risk of her hair becoming entangled in the set-screws and cannot recover for any injury resulting therefrom. Being chargeable with knowledge of the screws, she is also chargeable with knowledge of the obvious danger of injury if she allowed her hair to become entangled in them.

On motion by defendant. Sustained.

Action on the case to recover damages for personal injuries sustained by the plaintiff while operating a spinning machine in the defendant's mill, and which said machine the plaintiff alleged to be "unsafe, unsuitable, inconvenient, out of repair and dangerous in that there projected from a shaft upon or connected with said machine a set-screw nut or bolt, the same projecting a certain distance, to wit one inch," and that the set-screw caught in her hair and "stripped her scalp from neck to eyebrow." Plea, the general issue with brief statement as follows: "That any and all the risks, dangers and conditions of which the plaintiff complains in her writ and declaration were assumed by the plaintiff prior to the injuries alleged to have been received by the plaintiff."

The plaintiff recovered a verdict for \$2,500, and the defendant filed a general motion to have the verdict set aside.

The case is stated in the opinion.

Cleaves, Waterhouse & Emery, for plaintiff.

Nathaniel B. Walker, and *George F. & Leroy Haley*, for defendant.

SITTING: EMERY, C. J., WHITEHOUSE, SAVAGE, PEABODY, SPEAR, JJ.

EMERY, C. J. This case is one of that class now come to be known as "set-screw cases." The evidence for the plaintiff and the uncontradicted and credible evidence for the defendant establishes the following as the version to be taken as true. The plaintiff was a woman fifty-nine years of age in the employ of the defendant company in its cotton mill, and had charge of and operated a somewhat complex spinning machine known as an "intermediate." Two revolving metal cones, one above the other, ran lengthwise this machine under the spindles. The lower cone was within two inches of the floor. The upper cone was twenty-four and one-half inches above and directly over the lower cone. The small end of the upper cone was connected with the end of a shaft by a metal collar held and tightened in place by set-screws projecting five-eighths of an inch above the surface of the collar. The diameter of the collar and cone at this end was two and one-half inches. When in operation, this cone revolved at a speed of two hundred and eighty revolutions a minute. When at rest, the collar and set-screws were plainly visible, being opposite a large window with plenty of light and with nothing to conceal them from any one looking the machine over. The whole machine, including the cones and set-screws, was of standard pattern and in common use in cotton mills.

The plaintiff had operated a similar machine for eight or ten years, and this particular machine for fifteen years, during which time no change had been made in the cone or set-screws. In addition to tending the machine in its operation, she, as was her duty, cleaned it as often as twice a week and oftener of the dirt and cotton waste that accumulated on its various parts including the cones and set-screws. She cleaned all around the gears and wheels and also the ends of the cones and the set-screws, getting out with a short handled brush the cotton accumulated there. She also washed the floor under the cones and machine at least twice a week.

By the vibration of the machine while in operation, empty bobbins would at times be shaken from their shelf or creel and fall upon the floor under the machine. It was the duty of the plaintiff to pick these fallen bobbins from the floor as they fell and restore them to their places. Frequently, to do this, she would need to reach her hand and arm in between the two cones to reach the fallen bobbins where they lay on the floor. She usually did so while the cones were revolving, and this practice was well known to the defendant's superintendent and overseers in that room. Her attention was never called by them or any one to the set-screws, or to any danger from set-screws.

At last, after fifteen years of such work by the plaintiff on and about this machine, as she was one day reaching down between the two revolving cones to pick up a fallen bobbin from the floor her woman's hair became entangled in the set-screws on the upper cone and her scalp torn from her head. There was of course a danger that while so picking up fallen bobbins from the floor the plaintiff might be hurt by the revolving set-screws. Was that danger a risk cast upon the defendant, or a risk assumed by the plaintiff?

The plaintiff claims that the risk was upon the defendant, because it did not have the set-screws so countersunk or otherwise fixed as to remove all danger of injury from them. This claim is not well founded. It is not the legal duty of an employer of labor upon machines to provide and use the safest possible, or even safest, known machines. There must be no weakness, no want of repair, no dangerous feature not visible to an observing operative or made known to him, and such as the employer should have known. If such a machine be provided the employer has done his full legal duty in that respect. He can otherwise use machines of such pattern, detail of construction, and roughness of finish as he prefers, leaving to the operative free choice to operate it or not as he prefers. *Wormell v. Maine Central R. R. Co.*, 79 Maine, 397; *Bryant v. Paper Co.*, 100 Maine, 171; *Rooney v. Sewall, & Co., Cordage Co.*, 161 Mass. 153; *Neats v. National Heeling Machine Co.*, 65 Fed. Rep. 940; *Richards v. Rough*, 53 Mich. 212.

But the plaintiff further claims that the risk was upon the defendant and had not been assumed by her because her attention had not been called to the set-screws and to the danger of

injury from them. This claim also is without foundation. An operative by agreeing to operate and operating a particular machine, without stipulation to the contrary, assumes the risk of injury not only from those features of the machine called to his attention but also from those open to observation. The law is well stated by the Massachusetts court in *Rooney v. Sewall, &c., Cordage Co.*, 161 Mass. 153, a case where an operative was injured by a projecting set-screw of which he did not know and had never heard. The court said: "When the plaintiff entered the defendant's service, he impliedly agreed to assume all the obvious risks of the business, including the risk of injury from the kind of machinery they openly used. It is not material whether he examined the machinery before making his contract or not. He could look at it if he chose, or he could say, 'I do not care to examine it; I will agree to work in this mill, and I am willing to take my risk in regard to that.' In either case, he would be held to contract in reference to the arrangement and kind of machinery then regularly in use by his employer, so far as these things were open and obvious, so that they could readily be ascertained by such examination and inquiry as one would be expected to make if he wished to know the nature and perils of the service in which he was about to engage. A projecting set-screw is a common device for holding the collar on a shaft, although there is a safer kind of set-screw in common use. Under its contract with the plaintiff the defendant owed him no duty to box the pulley or shaft, or to change the set-screw for a safer one."

In the case at bar the set-screws were open and exposed to observation, and plainly visible to anyone making the most cursory examination of the machine and its operation. They were not in any obscurity, being well lighted from a window but a few feet away. They were directly visible to an operative washing the floor under them or cleaning cotton waste from them. It is urged, however, that they were not visible while the collar was revolving two hundred and eighty times a minute. There is no evidence to that effect and we do not find it self-evident that a collar only two and one-half inches in diameter bearing set-screws projecting five-eighths of an inch, and revolving at that speed would show a smooth surface. But, however that may be, there is no evidence that the collar was

always revolving at that or any speed. It undoubtedly was often at rest when the set-screws could be plainly seen. There is no suggestion of immaturity, or want of experience, or want of intelligence on the part of the plaintiff. It was her duty to acquaint herself with the machine she was to operate, and, in the absence of stipulation to the contrary, she assumed not only the risks pointed out to her but those open and visible. If she did not observe them she none the less assumed the risk of them. *Ragon v. Toledo, &c., Ring Co.*, 97 Mich. 265, and cases infra.

It has been held in several decided cases that ignorance of set-screws in machinery does not relieve the operative of the risk of danger from them, where they are open to observation. *Rooney v. Sewall, &c., Cordage Co.*, 161 Mass. 153; *Ford v. Mt. Tom Sulphite Co.*, 172 Mass. 544; *Archibald v. Cygolf Shoe Co.*, 186 Mass. 213; *Kennedy v. Merrimack Paving Co.*, 185 Mass. 442; *Mutter v. Lawrence Mfg. Co.*, 195 Mass. 517.

The danger to a woman from allowing her hair to become entangled in set-screws revolving as these were is too obvious for comment.

Under the law and the facts of the case, the plaintiff must be held to have assumed the risk of the injury she received.

Verdict set aside.

(Nov. 5, 1909).

Verdict Sustained.

Rescript in Androscoggin Case of Waiczenko vs. Oxford Paper Company.

Justice Peabody handed down a rescript in the case of Walcon Waiczenko vs. Oxford Paper Co., of Rumford Falls, in which the verdict for the plaintiff for \$1,050 is ordered to stand. The case was tried in the supreme court, Auburn, at the January term, 1908, and was argued before the law court at the June term, 1908. McGillicuddy & Morey appeared for the plaintiff and Oakes, Pulsifer & Ludden for the defendant.

Few cases have been tried in the Auburn court that depicted as much suffering as this one. Waiczenko was plunged into a vat of boiling pulp in which he was figuratively cooked. He could not speak English and was directed by his bosses by signs.

It was claimed by the plaintiff that he had not been made acquainted with the dangers of the place. He was 19 years old. The rescript:

"This was an action brought by the administrator of John Waiczenko, deceased intestate, to recover damages for injuries received by the deceased while employed by the defendant.

"The verdict was for the plaintiff for \$1,050.

"It is before the law court on the defendant's general motion for a new trial on exceptions.

"The specific cause of action is in substance that the deceased, while employed in the defendant's mill, and acting under the direction of a foreman in charge of a room known as the 'wash-room,' was precipitated into a vat containing hot pulp and water and was burned and scalded, and died as the result of his injuries.

"There were certain machinery and appliances in the mill among which were four large wooden tanks or vats close to each other, projecting about three feet above the floor of the room and covering the space between the vats; on a level with their tops was a metal platform without railings, and between the vats above them and the platform was a rotary blow pipe about three feet in diameter, with the nozzle curved in such a way as to empty its contents, consisting of hot pulp into each of the vats. The nozzle of the pipe was ordinarily moved by a rope attached and pulled by men from the floor of the room.

"Under the direction of his superior in charge of the room, the deceased was attempting to turn its nozzle by pushing it on the platform, when it suddenly discharged its contents and becoming light gave way from the force he was applying.

"Two questions are raised by the exceptions to the ruling of the justice, viz:

"1. Allowing the amendments. We think this was clearly within the discretion of the court.

"2. Ruling that even if the authority given to the foreman of the wash room to call men from other rooms to assist, was limited to the pulling by them on the rope, it must be brought to the knowledge of the servant to afford the defendant the benefit of the limitation. This ruling is sustained by the authorities.

"The relation of master and servant at the time of the action is not denied, but the defendant contends that there can be no recovery in the action because it is not shown that the deceased was in the exercise of reasonable care, and because the risks of the place were assumed by him as incident to the work.

"The place to which he was ordered was dangerous by reason of the small size of the platform, its slippery condition, and open vats being immediately underneath. It was a custom at the mill to borrow men from the various rooms to assist in moving the blow pipe.

"Waiczenko was nineteen years old and could not speak English. It is shown by the weight of evidence that he worked but two nights in the particular employment which gave occasion for him to assist in moving the pipe in the wash room, and that no instruction had been given him with reference to the pipe or the dangers in moving it. The pipe occasionally discharged its contents suddenly, causing it to move quickly. It was sometimes clogged and was then moved by the men pushing with their feet and by pulling on a rope.

"The jury were fully instructed and the conclusion reached by them must have been that the conditions of the place and the nature of the work done were dangerous and were not such risks as the servant by law would be presumed to assume. We think this was justified by the evidence. He was acting in obedience to the orders of the defendant's foreman in charge of the room, indicated by motioning and accompanying acts, and he had a right to rely upon the judgment of his superior.

"The question of the servant's contributory negligence is involved somewhat in the want of evidence showing precisely how the accident happened, but the jury may have properly found that the platform was slippery and that the pipe moved suddenly the instant the deceased pushed or was in the act of pushing with his feet, the irregularity not being purely accidental but of usual occurrence.

"As bearing upon the claim that the servant's injury was merely the result of the defendant's negligence, we are to consider that the evidence shows that the place was dangerous to one unfamiliar with it. The servant, when called to assist, was not specially informed by the master of the conditions which

made it dangerous so as to give him an opportunity to decide whether he would assume the risks incident to the place and work.

“It might be negligence either in not doing what was practical and what persons of ordinary precaution and prudence would have done to render it reasonably safe, or in not notifying the servant of the dangers of which he was unaware. The jury would be justified in finding from the evidence that neither of these duties was fulfilled by the defendant towards the plaintiff’s intestate. It was for them to decide and we should not disturb the verdict. Exceptions overruled. Motion overruled.”

INTERNATIONAL ASSOCIATION OF LABOR BUREAUS.

On pages 20 to 50 inclusive of this report, under the title of "Statistics of Labor Bureaus," we have given certain facts relating to the organization, duties, salaries and appropriations of the thirty-four bureaus of industrial and labor statistics now in operation in as many different states. On page 49, reference is incidentally made to a national organization of these bureaus, to which the United States bureau of labor and the United States census office were later admitted; and the fact that the organization had become international by admitting the labor bureaus of the Province of Ontario and the Dominion of Canada. At the time this organization was effected, September 26-27, 1883, at Columbus, Ohio, there were only eleven state bureaus in existence and but six were represented at the convention. Among the rules adopted by the association at that time was the following:

"Its objects are to meet annually for the discussion of methods of work, current and otherwise, pertaining to the bureaus of labor and industrial statistics and kindred departments with which its members are connected in their respective states; also to foster the ties of friendship, interchange ideas, and in other ways seek to promote the welfare of these bureaus of statistics; to present subjects for investigation, and to transact all such business as is deemed consistent with the duties of statisticians."

During the first ten years of the existence of the association a few meetings were missed, but since that time annual meetings have been held and the "interchange of ideas" has certainly proved of great assistance to the several bureaus in the prosecution of the work. Many very valuable papers by specialists in the various lines of economics have been read at these gather-

ings, a number of which have been published in former volumes of this report.

In arranging for the various meetings, the association has taken into consideration the convenience of the bureaus in the different sections of the country, and during its existence the association has met in twenty-one different states, including the District of Columbia, as follows: Maine, New Hampshire, Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Washington, D. C., Virginia, Louisiana, Tennessee, Ohio, Indiana, Illinois, Michigan, Wisconsin, Minnesota, Iowa, Missouri, Colorado, and California. These meetings for the most part have been attended by the commissioner from Maine, both by the former commissioner during his twenty years of service and by the present incumbent of the office.

The last meeting was held in Rochester, New York, June 15-18, 1909, at which time the following officers were elected: President, Charles P. Neill, Washington, D. C.; first vice president, Charles F. Gettemy, Boston, Massachusetts; second vice president, Edward W. Van Duyn, Des Moines, Iowa; secretary-treasurer, W. L. A. Johnson, Topeka, Kansas; executive committee, M. L. Shipman, chairman, Raleigh, North Carolina; Charles P. Neill, Washington, D. C.; E. J. Watson, Columbia, South Carolina; Charles J. Fox, Baltimore, Maryland; W. L. A. Johnson, secretary-treasurer, Topeka, Kansas.

The factory inspectors of the different states also hold annual conventions. Quite a large number of the labor commissioners being also chief factory inspectors, both conventions met in 1909 at the same time and in the same city where several joint sessions were held. The subjects discussed at the joint sessions were: "Factory inspectors as collectors of statistics," "Statisticians in charge and directing factory inspection," "The advantages vs. the disadvantages of one association for bureau of statistics officials and factory inspectors," "Financial features," "Issuance of general reports," and "Consideration of official organ." These matters were thoroughly discussed by both commissioners and inspectors. At the sessions of the labor commissioners, reports on the current work of the different bureaus and discussions of the same were leading features.

Wherever these conventions are held, much attention is shown the members by the local city or state officials and boards

of trade, in the way of addresses of welcome by leading officials, and by free trips to points of interest and to the leading industrial plants.

The next meeting is to be held in Hendersonville, North Carolina, the time to be selected by the executive committee, where both the labor commissioners and factory inspectors will convene. Arrangements are being made for a special train to convey the members of the convention to Columbia, South Carolina, where opportunity will be had to visit the cotton mills of the place and also the fields of growing cotton, the expense of the special train to be paid for jointly by the States of North Carolina and South Carolina. Two days of the convention will be held at Columbia.

REQUESTS, STRIKES AND AGREEMENTS.

The year 1909 has been very free from labor disturbances in Maine, but few strikes having occurred and those of brief duration, lasting only from a few hours to about three weeks. Several local unions in the granite trades have renewed the agreements with their employers which expired during the year. We here present these matters arranged by towns.

BANGOR.

Gas Workers.

Early in June, nine men at the Bangor Gas Works went out on strike for an increase from \$2.00 to \$2.25 per day. They were working 8 hours per day on the three-shift system, and were not affiliated with any union. The company claimed that the wages paid were as high as were paid in other cities and refused to grant the increase. The strikers remained out and obtained other employment, their places at the gas works being filled by other men.

BELFAST.

Machine Lasters.

March 31, twenty-seven machine lasters in the employ of Leonard and Barrows went out on strike for higher pay. A new last was being used with a very high toe. The demand was for an increase of 6 cents per dozen and to have the toes wet. The strike lasted only four days when a contract for one year was signed giving an increase of 4 cents and having the toes wet.

HALLOWELL.

Quarryworkers.

Agreement between the Quarryworkers' International Union of Hallowell, Branch No. 29, and the Hallowell Granite Works.

Article 1. Eight hours shall constitute a day's work. All work over eight hours shall be reckoned as time and one-quarter. All work on Sundays and holidays shall be reckoned as double time. Holidays to be observed are: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. Extra time for overtime on repair work performed on Sundays and holidays shall not apply to machinists, engineers and firemen on compressor plant, and engineers on steam or electric travelers. In such cases agreements shall be made between them and the company.

Article 2. This agreement shall take effect July 1, 1909, and remain in force until July 1, 1913.

Article 3. Quarrymen, drill tenders, shedmen, derrick men, blacksmith helpers, car men, lewisers, drag tenders, pneumatic plug drillers, and pony drillers, shall receive \$1.75 to \$2.00, competent men to receive the latter rate. Engineers, \$2.00 and upwards; blacksmiths and sharpeners, \$2.80 and upwards; head derrick men, crane engineers, steam or electric traveller engineers, breakers, carpenters, boss track men and riggers, \$2.00 and upwards; shovelers and track men in quarry, \$1.60 to \$1.75. Men who are working for less than one week off their regular job to receive their regular pay. Firemen \$1.50 to \$1.75. Steam drill runners on large drills shall receive \$2.25.

Article 4. All engineers and firemen to have engines ready for work from whistle to whistle.

Article 5. Boys, or other persons, through age or other infirmities, unable to earn their wages perscribed in this bill, may work for such wages as may be satisfactory to themselves and the superintendent.

Article 6. Men shall have at least three minutes notice before each and every blast.

Article 7. Wages shall be paid in cash every two weeks, on the last working day of the week, between twelve and one o'clock. Not more than six days pay to be retained.

Article 8. Quarry workers will not be asked to quarry stone for opposition or convict labor.

This agreement shall not apply to men employed outside of the quarry business proper, and will not include removing dirt, building roads, etc., or work on farm or tenement property.

Article 9. Should either party desire a change at the expiration of this agreement, six months' notice must be given in writing previous to July 1, 1913. Should there be no change desired by either party, then this agreement shall continue until proper notice is given.

Article 10. It is agreed that any contention that may arise during the period of this agreement, as to the performance in good faith of said agreement by either party, shall be referred to a committee consisting of six members, three to be selected from the association, and three to be selected from the union, which shall act as a board of arbitration; and failing to agree by a two-thirds vote shall agree upon and select a disinterested person to act with them, and the board thus constituted shall hear the parties and make an award within thirty days by a majority vote. Such award to be final. Pending such arbitration, in reference to the foregoing agreement, it is mutually agreed that there shall be no strike, lock-out, or suspension of work.

LEWISTON AND AUBURN.

Painters.

April 2, the painters of Lewiston and Auburn suspended work because their demands for an increase of 25 cents a day, beginning April 1, had not been granted. They had been receiving \$2.25 per day and claimed that the advance in the cost of living should be met by an advance in wages. They returned to work at the old rate of wages after being idle three days. About 85 painters were involved in the strike.

Lasters.

December 13, a strike was ordered from headquarters of the Boot and Shoe Workers' Union in factory No. 1, situated in Lewiston, and factory No. 2, situated in Auburn, operated by the National Shoemakers, and, in response thereto, twenty-eight lasters went out on strike. A short time previous, three lasters had been discharged, for the reason, as the employes claim, that they were considered by their employers to be active members of the union, their discharge being accompanied by a black list which has prevented the discharged men from obtaining

employment in any of the factories in Auburn. Feeling that they might be discharged for similar reasons, sixteen other lasters immediately left the shops. Their action was endorsed by the union and the strike was ordered as above stated. This makes forty-four lasters now on strike from the two shops.

The employers state that the charges made in regard to the discharged men are without foundation, that the men were discharged for good and sufficient reasons, and that the matter of their belonging to a union did not and never had entered into the question of their being discharged or employed.

As no settlement had been arrived at when this part of our report went to the printer it is impossible to come to any conclusion as to what the result will be. The following statements given to the press by the representatives of the Boot and Shoe Workers' Union and of the National Shoemakers show quite plainly the situation considered from the standpoint of both sides to the controversy. It will be noticed that this correspondence preceded the declaration of the strike.

President Tobin's letter to Auburn Manufacturers.

Boston, Mass., Nov, 23, 1909.

To Manufacturers of Auburn, Maine,

Gentlemen: Our attention has been called to the discharge of certain shoe workers in your city who have been employed there for some time and we have taken pains to investigate the matter and find that while men have been laid off, inducements have been offered to others to go to Auburn and accept employment.

We also find that men who are laid off in one shop are not eligible for employment in another. We are fully aware that the purpose is to discriminate against the members of our union or those who are suspected of being inclined towards organization and as we are in duty bound to protect our members against the boycott and blacklist, we take this means of advising you that while we have had no intention of seeking to embarrass any of the shoe manufacturers in your city and would prefer to continue along this line, you have left but one of two courses open to us, one of which is to surrender our organization and the other is to retaliate.

Therefore, with favorable trade conditions, together with the fact that we are at peace with shoe manufacturers in all other sections of our jurisdiction, we can well afford to accept the latter course. With this end in view, we ask you to furnish evidence that you are not hostile to our union, which you can do by re-employing the discharged shoe workers between this time and Dec. 1, 1909, and upon this evidence of your good intentions, we will consider the incident closed.

Our first impulse was to take the discharged men away from Auburn and then follow this by taking others away until a sufficient demand for help would enable the shoe workers to exercise the moderate degree of independence which is supposed to belong to American citizens, but upon second thought we have concluded that to take the men away would require us to charge up the expense against the manufacturers of your city in the terms of settlement, which would of necessity follow from this course.

We, therefore, choose the course which will make this unnecessary. Therefore, on December 1st, all unemployed shoe workers in Auburn will be in demand and will accept employment elsewhere and this will be speedily followed by attractive employment being offered to Auburn shoe workers immediately thereafter so that those who are employed under conditions which threaten their loss of employment if they should join a union, will prefer to seek employment in other places.

We ask you to give the subject matter of this letter the same earnest consideration that you have given to what has appeared to be your interests in this connection recently, and I beg to assure you that we will accept whatever conclusion you may in your wisdom see fit to adopt.

We trust that you will not make the mistake of concluding that this is bombast and that we will be unable to carry out our present plans, first, for the reason that we are not given to extravagant utterances and second, because in this case history would be repeating itself as we have on more than one occasion demonstrated our ability to secure satisfactory results by this peaceful means.

Very respectfully yours,

John F. Tobin,

General President,

Boot and Shoe Workers' Union.

Reply of the Shoe Manufacturers.

Auburn, Maine, December 4, 1909.

In view of the publication in the local press of a communication dated Nov. 23, 1909 addressed from Boston, to "Manufacturers of Auburn, Maine," purporting to be signed by Mr. John F. Tobin, the shoe manufacturers of this community deem it advisable to recall to the minds of the business men of this vicinity, and their employes, the policy of the manufacturers in their relations with their operatives as publicly stated by them nearly four years ago.

In a statement dated Dec. 29, 1905, signed by six firms and corporations then engaged in the business, and published in the local papers, those shoe manufacturers said:

"At that time (August, 1905, when an attempt was made to present to the manufacturers, price lists in the interests of the lasters), the shoe manufacturers of this community had adopted the policy of maintaining open shops, and declined to receive or to treat with committees. They were, and have since been, ready to receive complaints from their individual workmen, and to adjust, so far as possible, any grievances. The manufacturers of this vicinity thought that they knew better what policy was for the interest of the community, themselves and their workmen, than any stranger coming from a neighboring state. They have continued the policy of an open shop to the present time, and the existing prosperous conditions in Auburn, have justified their action.

The shoe manufacturers of this vicinity are obliged to compete in open market for their orders; they are obliged to deliver their goods in Boston, f. o. b., and to pay freight from Boston to Auburn, upon their unmanufactured stock. They are in a position to judge better than an outsider as to the wages which they can pay to their workmen, in view of the competition and conditions under which they conduct their business.

The undersigned, shoe manufacturers make this positive statement as to their policy. They propose to maintain open shops in the future; they will neither recognize nor treat with committees of workmen; they will gladly receive any individual workman who feels himself aggrieved either on the question of

wages or any other question, and will, so far as possible, redress any just grievances. Men who are in their employ will be given work so long as they show themselves to be competent and so far as the manufacturers are able to obtain orders requiring their employment. New men, who are competent, will be employed whenever the work on hand requires increase of help, and wages paid will be governed by the conditions of the trade.

The interests of the manufacturers of this vicinity are identical with the interests of the community. They are located here, and their property is here. They believe that the policy outlined above, which they have pursued in the past, has been justified by the present conditions in this vicinity."

The policy so adopted has been uniformly followed, and the shoe manufacturers take this opportunity of assuring this community that the same policy will be continued in the future.

If the conditions existing four years ago, then justified the wisdom of that policy, the present prosperous conditions more emphatically justify it. The business men of this vicinity and the operatives in our shops can judge whether they wish to have the present harmonious relations between the manufacturers and their employes disturbed by a man who has no personal interests in this community, and who assumes to dictate to the "Manufacturers of Auburn, Me.," in the management of their factories.

Foss, Packard & Co.
Dingley-Foss Shoe Co.
Field Bros. & Gross Co.
Howard, Briggs & Pray Co.
Cushman-Hollis Co.
Lunn & Sweet Shoe Co.
National Shoemakers.
Wise & Cooper Co.

Further Statements by President Tobin.

Under date of December 4, 1909, eight shoe manufacturers of Auburn, Maine, issued a signed statement in which they deny the charges of the Boot and Shoe Workers' Union that they have discharged and blacklisted employes because of their membership in the union; while, in the same statement, they say

that in August, 1905, the shoe manufacturers of Auburn adopted the policy of maintaining open shops and declined to receive or to treat with committees; and that they have been "ready to receive complaints from their individual workmen and to adjust, so far as possible, any grievances."

This is exactly what the shoe workers have to complain of in the present situation. The manufacturers maintain an association, hold frequent secret meetings and enter into a "gentlemen's agreement," which latter un-American method is persistently and viciously employed to discourage organization among the workers and is intended to perpetuate a condition which obliges the shoe workers to bargain individually with employers who are combined in a secret association, which association, while possibly escaping legal action, practices the black list in its most vicious form, contrary to law.

This policy has worked to the serious injury of Auburn and vicinity, is dangerous and destructive to shoe manufacturing interests, despite the manufacturers' opinion to the contrary, and is especially destructive to business interests generally in Auburn. It obliges the merchants to deal largely with a floating population of shoe workers, as only such shoe workers as have, through long years of thrift, acquired some little property, or whose family ties require them to remain in Auburn at the sacrifice of the liberty they might enjoy elsewhere, will submit to encroachment upon their legal and natural rights.

The result of this policy is that the most competent shoe workers, except in the cases above noted, leave Auburn and find employment in more attractive shoe centers, where they can enjoy better wages and greater freedom, consequently "green" labor must be largely employed in the production of inferior grades of shoes, which must, in turn, be sold at inferior prices, in order to secure a market, thus underbidding the higher wage shoe centers, to the injury of the trade generally.

The Auburn shoe manufacturers evidently resent the interference of a man who has no personal interests in their community and who assumes to dictate to the manufacturers of Auburn, Maine. Let me say that this man has a very decided interest in Auburn, as it means much to the members of our Union in Auburn, and elsewhere, as to whether the Auburn shoe manufacturers, in the exercise of their arbitrary assumption

of the roll of dictators, successfully interfere with the interests of shoe workers and sell their shoes in the open market, in competition with employers who do not practice the black list and who undertake to escape, under the argument that the undersigned is an outsider.

It is a mistake to draw the inference that the Boot and Shoe Workers' Union is going to dictate to the Auburn shoe manufacturers as to the management of their factories. We are not even complaining of your management.

We are not asking (as you have stated) that you reinstate discharged and blacklisted workmen. We told you in our letter of the 23 ult. that, if the idle shoe workers in Auburn were not employed on the 1st of December, 1909, we would find work for them elsewhere. This was not demanding their reinstatement; on the contrary, many Auburn shoe workers believe that it will be profitable for them to work elsewhere, and we have every reason to encourage them in this belief, because, in our most prosperous shoe centers, there is a surprisingly large number of former Auburn workmen successfully employed.

In our meeting, which we will hold in your city next Thursday evening, we will make it very plain that we concede to you, absolutely and without reservation, the right to maintain your organization and your right to deny organization to your workmen, notwithstanding your denial of its existence, and your right to injure Auburn if the citizens will permit you; and, having conceded all these things to you, we cannot be fairly charged with trying to shape your policy.

In reply to the inquiry of your Mr. Foss, as follows:

"If Brockton has so greatly prospered through the efforts of the Union, the question might be asked why Mr. Douglass and other shoe manufacturers transferred their business from that city to other places."

We answer by asking Mr. Foss why it is that Mr. Douglass, after ten years of business relations with our Union, has seen fit to move his business back to Brockton after having been free from the Union for one year, and why he unionized all his factories, both in Brockton and elsewhere. We would further ask Mr. Foss if there is not an object lesson in this renewal of contract relations with the Douglass Company that would be profitable for the Auburn shoe manufacturers to

follow, and if it would not be advisable to abandon the fossilized policy of trying to annihilate unions and adopt up-to-date methods which would of course mean higher wages, more competent workmen, factories operated at full capacity, full time, instead of half capacity and generally short time; better prices for the product, and greater profits to the manufacturer.

As an aid to a correct conclusion, we suggest that you ascertain the amount of idle shoe factory space in Auburn and compare this with the fact that there is not a foot of idle shoe manufacturing space in Brockton; and the comparison will show that, while Brockton workers are 95 per cent organized, and earnings and profits are at a maximum, Auburn, where unionism is practically dead and the blacklist is the thing that is most alive, shows the minimum of earnings and of profits.

Every citizen of Auburn come to our meeting in Auburn hall, next Thursday evening, where this story will be continued.

Respectfully submitted,

Boot and Shoe Workers' Union,

By John F. Tobin,

General President.

Boston, Mass., Dec. 6, 1909.

PORTLAND.

Electrical Workers.

April 30, about 40 employes of the Maine Electric Company whose plant is at 23-25 Commercial street, Portland, suspended work. They had been working ten hours per day since March 1, 1909, prior to which time they had been working but nine hours. The men petitioned that the nine-hour day be restored, and as a favorable answer was not received they voted to suspend work. The officials of the company say that the petition which was in writing had been mislaid and hence had not received prompt attention. The men had been working ten hours for the past two months but had received extra pay for the extra hour. They demanded a nine-hour day at the same rate of pay as they had received for ten hours. May first, a settlement was effected by which the men agreed to work until July 1, or until the rush orders then in hand should be completed, and after that they were to work but nine hours a day and receive the same pay as they had been receiving for ten hours.

Car Workers.

May 3, about fifty men employed in the car shops of the Maine Central Railroad at Thompson's Point, Portland, refused to go to work on account of a new rule regarding the piece rate of wages which was posted by the company a short time before. The men had been working for some months at a regular hourly rate of 40 hours per week. They claimed that the wages that they would make under the new schedule would not be sufficient for them to live on and would be a reduction from the wages which they had been receiving. The men did not strike but simply quit work to decide what they would do. It was said that the company would not agree to annul the new rate, but suggested that the men give it a fair trial to see if they would not be better satisfied than under the old system, with the understanding that their pay would equal the regular rate per day which they had been receiving if they did not make an equal amount. With this understanding most of the men returned to work. They were idle but a few hours.

Painters.

May 6, about 110 members of the Brotherhood of Painters, Decorators and Paperhangers suspended work. Some time previously the union had presented to the master painters a bill which called for a minimum wage rate of \$3.00 per day to take effect May 1. This proposition the employers refused to consider. The union then changed the rate to \$2.75 and gave the employers to May 6 to accept the demand, and as a favorable reply was not received the strike was inaugurated. The employers claimed that they could not pay the wage demanded for the reason that their contracts were taken on the basis of the old rate which is \$2.25 and \$2.50 per day. The strike was declared off May 26, having continued for three weeks. It is understood that concessions were made by both sides which resulted in the settlement being arranged.

ROCKLAND.

Lime Workers.

April 19, about 50 Italian laborers, employed by the Rockland-Rockport Lime Company, refused to return to work. Their demands were that wages be raised to correspond with

those paid American laborers. The majority of the Italians had been working at \$1.50 per day. The company was not greatly affected by the strike, the places being immediately filled by local help, and it was not necessary to shut down any of the kilns.

SACO.

Weavers.

August 25, seventy weavers, employed in the cotton mills of the York Manufacturing Company, quit work. The following day sixty-two more walked out without making any demands. This action of the weavers so crippled the mill as to necessitate the closing down of all the other departments and about 2,000 operatives were thrown out of employment. The original strikers were operating Crompton or magazine looms, so called, and they complained that the wages they were earning on those looms was less than that earned by the weavers in other mills for similar work, and they demanded, for a sixteen loom set, two shuttles, an advance of 4 cents per cut, raising the price from 18 cents to 22 cents per cut; on the four shuttles, an advance of six cents per cut, making the price 24 cents per cut; on flannels, sixteen loom set, an advance of three cents, making the price per cut eighteen cents instead of fifteen. In addition to the wage rate the operatives claimed that the system of fining in force in the mills was unjust and that much of the dissatisfaction was on this account.

The agent of the mills claimed that the demand of the weavers was unreasonable and that the company could not, and would not pay it. The strikers were not members of any labor union, but after the suspension they all joined the local weavers' organization which brought them under the jurisdiction of the United Textile Workers. As the strike was declared without the indorsement of the union the members were not entitled to strike pay, and this no doubt had some effect in bringing about the settlement that was arranged September 11, between a committee representing the weavers' union and the agent of the company. Work was resumed in all departments of the mill Monday, September 13. No concessions were made in the matter of wages, but it is understood that the grievances of the weavers would be given consideration, and if any unjust conditions were found to exist, they would be corrected.

SEARSPORT.

Coopers.

October 22, thirty barrel makers, at the cooper shop of E. C. Pike, went out on strike for an increase in pay. They had been receiving 5 cents per barrel. A settlement was effected five days later and the men returned to work. Under the terms of the settlement the men were to receive 6 cents per barrel but must shave their own hoops.

STONINGTON.

Granite Cutters.

It is hereby mutually agreed between the Stonington Branch of Granite Cutters' International Association of America and the employers of Granite Cutters in Stonington, that the following rates, rules and regulations shall govern the granite cutting in Stonington.

1. Eight hours shall constitute a day's work.
2. The wages of a granite cutter shall be thirty-seven and one-half ($37\frac{1}{2}$) cents per hour minimum.
3. All overtime shall be paid for at the rate of one and one-half, double time on Sundays and the following holidays: Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
4. No overtime to be worked without the approval of the Branch and only in cases where a stone is spoiled, delayed in quarrying or required to finish out a cargo, shall any application for work to be done outside our ordinary working-day be considered.
5. All men discharged shall receive their pay at once in cash. Men leaving shall receive their pay up to the number of five men, in cash; all over that number to accept check as pay.
6. Pay day shall be on or before the First and Fifteenth of each month.
7. That the wage rate of a surface machine operator shall be three dollars and fifty cents (\$3.50) minimum. The same rate to be paid to a spare hand and that he shall receive machine time if he starts a machine any part of a day.

8. All cutters working out of doors shall be paid the same as they receive for indoor work. In case of stormy weather stone will be provided for them in the shed or under cover. In case they are not protected they shall receive 25 cents over and above their wages.

9. Forty-eight hours shall constitute a week's work.

10. Men employed on the islands shall have comfortable transportation free.

11. Two apprentices to be allowed to each gang of journeymen. Said apprentices to serve three years.

12. There shall be no blowers allowed in shed or air drills of any description.

13. There shall be no bumpers used with hand machines except on underhand work.

14. This agreement and scale of wages to take effect May 1, 1909, and to continue to May 1, 1911. After that date, should either party desire a change, three months' notice shall be given previous to May 1, 1911, and changes specified. Should no changes be desired by either party to this agreement, then the said agreement shall continue from year to year until proper notice is given prior to May 1st, of any years.

Quarryworkers.

Agreement and Bill of Prices by and between the Stonington, Me. Branch of the Quarryworkers' International Union of North America and the Quarry Owners of Stonington, Maine.

1. Eight hours shall constitute a day's work.

2. The rate of wages for quarrymen shall be from \$1.75 to \$2.08 per day.

3. Quarry blacksmiths shall receive from \$2.75 to \$3.00 per day, sixteen quarrymen to constitute a gang.

4. Pay day shall be the (15) fifteenth and last of each month.

5. The rate of wages for engineers shall be from \$2.00 to \$2.25 per day, and they shall have their engines and boilers ready from bell to bell.

6. Steam and air-drill runners shall receive \$2.00 to \$2.24 per day.

7. Men loading vessels shall receive their usual rate of wages.
8. Free transportation.
9. Overtime shall be paid as time and one-fourth.

10. Men leaving or being discharged shall receive their pay within twenty-four hours from time of leaving. Such men shall accept cash or check.

11. This bill of prices shall take effect May 1, 1909, and shall expire May 1, 1911. Should either party desire any change at the expiration of this bill, three months' notice shall be given prior to the expiration of the same, with changes specified when notice is given. If no notice is given by either party as above stated, then this agreement in force at that time shall continue from year to year thereafter.

It is mutually agreed that any contention that may arise during said period, as to the performance in good faith of said agreement by either party, shall be referred to a committee consisting of three members each, to be selected from the Stonington Me. Branch of the Quarryworkers' International Union of North America and the Quarry Owners of Stonington, Me., which committee of six shall act as a board of arbitration, and failing to agree by a two-thirds vote, they shall select a disinterested party to act with them, who shall act as umpire, and the board thus constituted shall hear the parties and make an award within thirty days, such award to be final. Pending such arbitration in reference to the foregoing bill of prices, it is mutually agreed that there shall be no strike, lockout or suspension of work.

Tool Sharpeners.

Agreement and Regulations May 1, 1909, to May 1, 1911, Stonington, Maine, between the Tool Sharpeners, No. 13 Branch of the Granite Cutters' International Association and employers of the Tool Sharpeners in Stonington, Maine.

It is mutually agreed between the Tool Sharpeners of Stonington, Maine, and vicinity and their employers that the following regulations shall govern the making up, sharpening and dressing of granite cutters' tools of any description from May 1, 1909, to May 1, 1911, or longer as per Article No. XVI of this agreement.

1. Eight hours shall constitute a day's work from May 1, 1909, to May 1, 1911.

2. The wages of a tool sharpener shall be thirty-seven and one-half ($37\frac{1}{2}$) cents per hour minimum. Where power grindstones are provided, thirteen (13) cutters shall constitute a gang. Where no power grindstones are provided, eleven (11) cutters shall constitute a gang on hammered work. Seven (7) surface machines shall constitute a gang. Machine cuts, four, six and eight, shall be ground once. Pean hammers, chisels, bush hammers and other edge tools used by the cutters, to be ground judiciously.

3. It is agreed that when a sharpener has less than eight men for a crew of sharpeners' gang when working, that sharpener may do such other work in sharpeners' trade as will reasonably offset the work he would do, if from eight to thirteen men were working.

4. No plugwedges shall be made by a shapener who has a crew of men.

5. All work done overtime or outside regular working hours, shall be counted as overtime and paid for once and one-half; double time shall be paid for Sunday, and following holidays: Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

6. When one or more stone cutters work overtime and no sharpener works with them, such sharpener as may sharpen for them, shall be paid one and one-half time for such time as these cutters may work, unless the same number of men are off the following morning.

7. Pay day to be the same as the Granite Cutters may decide on. Working men to be paid in working hours.

8. Air blasts for fires to be provided when possible, and all bellows to be kept in good repair.

(Apprentice Clause.)

9. There shall be an agreement drawn up between the employers and apprentices to have them serve two full years, one apprentice allowed to each firm employing five (5) crews of granite cutters. Apprentice to sharpen for six (6) men first six months, eight (8) cutters next six months and ten (10) cutters the last year.

10. All tools to be drawn at job fire such as plug drills, pean hammers, etc.

11. When a fire is started and all tools are either new or dull, the sharpener shall have at least one day before he has any cutters on his fire.

12. Bull sets shall be sharpened on the job fire. All machine drills and hand drills to be kitted into each man's kit. Machines for drills to count one man, except Lewis driller which shall count two men.

13. We agree to abide by the agreement made by the Granite Cutters in regard to transportation to and from work.

14. All men discharged shall receive their pay at once in cash. Men leaving shall receive their pay up to the number of five men, in cash; all over that number to accept check as pay.

15. Any dispute arising between employers and employes on the above agreement to be submitted to a committee representing employers and employes, to be known as Adjustment Committee. Should said Committee fail to agree, a third party shall be selected to act with them, or, if any dispute warrants, the contention to be left to sub-committee of the general executive officers of both Associations for settlement; the decision in either event to be final, and pending the consideration of which, there shall neither be a strike, lockout or suspension of work.

16. The above agreement and regulations to take effect May 1, 1909, and continue to May 1, 1911. After that date should either party desire a change, three months' notice shall be given previous to May 1st of any year. Should no notice be given, this agreement and regulations to continue from year to year. When notice of a change shall be given, conference to begin the first week in February.

WALDOBORO.

Quarryworkers.

Articles of Agreement between the Quarryworkers' International Union of Waldoboro, Branch No. 9, and the Booth Brothers and Hurricane Isle Granite Company.

Article 1. Eight hours shall constitute a day's work. All work over eight hours shall be reckoned as time and one-quarter. All work on Sundays and holidays shall be reckoned as double time. Holidays to be observed are: Memorial Day,

Fourth of July, Labor Day, Thanksgiving Day and Christmas. Extra for overtime on repair work performed on Sundays and holidays shall not apply to machinists, engineers or fireman on Compressor plant and engineers on steam or electric travellers. In such cases agreements shall be made between them and the company.

Article 2. This agreement shall take effect July 1, 1909, and remain in force until March 7, 1912.

Article 3. Competent quarrymen, drill tenders, shedmen, derrick men, blacksmith helpers, carmen, lewisers, drag tenders, pneumatic plug drillers and pony drillers shall receive \$2.00, and no man working in any of these departments shall receive less than \$1.75; hoisting engineers, \$2.00 and upwards; compressor engineers, \$2.25; blacksmiths and sharpeners, \$2.80 and upwards; head derrick men, crane engineers, steam or electric traveller engineers, breakers, carpenters, boss track men and riggers, \$2.00 and upwards; laborers, \$1.60 to \$1.75; firemen, \$1.50 to \$1.75. Steam drill runners on large drills shall receive \$2.25; pattern makers, \$2.25; teamsters, \$1.75 to \$2.00; crusher men, \$1.60 to \$2.25.

Article 4. Boys or other persons, through age or other infirmities, unable to earn their wages prescribed in this bill, may work for such wages as may be satisfactory to themselves and the superintendent. If at any time the branch feels that the excessive employment of boys and old men is being taken advantage of by the company, and the matter cannot be settled between the branch and the superintendent, the company agrees that Mr. McCarthy, the National Secretary, or his successor, shall be arbitrator.

Article 5. All engineers and firemen to have engines ready for work from whistle to whistle.

Article 6. Journeymen who through age and infirmities are unable to earn their wages prescribed in this bill, may work for such wages as may be satisfactory to themselves and the superintendent.

Article 7. Wages shall be paid in cash every two weeks, on the last working day of the week. Not more than six days to be retained.

Article 8. Quarryworkers shall not be asked to quarry stone for opposition or convict labor. This agreement shall

not apply to men employed outside of the quarry business proper, and will not include removing dirt, building roads, etc., or work on farm or tenement property.

Article 9. It is agreed that any contention that may arise during the period of this agreement, as to the performance in good faith of said agreement by either party, shall be referred to a committee consisting of six members, three to be selected from the association and three from the union, which shall act as a board of arbitration; and failing to agree by a two-thirds vote, said board by a five-sixth vote shall agree upon and select a disinterested person to act with them, and the board thus constituted shall hear the parties and make an award within thirty days by a majority vote. Such awards to be final. Pending such arbitration in reference to the foregoing agreement, it is mutually agreed that there shall be no strike, lockout or suspension of work.

Article 10. Should any party of this agreement desire any change three months notice must be given in writing, specifying the alteration, previous to March 1, 1912. If no notice is given by either party then this agreement shall remain in full force and effect for one year longer.

WATERVILLE.

Weavers.

September 27, the weavers employed in the Wyandotte worsted mill, to the number of 36, left their work and declared that they would remain out until their demands were complied with. The trouble arose when the weavers, on account of the nonsupply of long bobbins, were compelled to use short ones, which they claimed were not suitable and that they were unable to secure as much compensation as when the larger bobbins were used. Several of the weavers objected strongly, but they were informed by the superintendent that they would either use the bobbins allotted to them or leave the mill. This led the other employes of the weaving room to strike, and during the morning all the weavers quit work.

The company stated that for a short period the supply of large bobbins had become exhausted and they were forced to use the smaller ones owing to the inability of the management

to procure the larger ones immediately. By using the smaller ones the weavers were perhaps unable to earn as much as when they had the larger bobbins, as they would run out sooner, but the superintendent stated that this fact could not be helped although it was more advantageous both for the company and the employes to use the larger bobbins.

The superintendent refused to meet a committee of the weavers that called to wait on him, giving as a reason that there was nothing to arbitrate. The strike was declared off October 4, but as outside help had been secured to take the vacant places, the old employes were promised that they would be given employment only as vacancies occurred. The strikers were not organized.

OTHER DISTURBANCES.

Several minor disturbances occurred during the year. At Livermore Falls among novelty workers, at Gardiner among lasters, at Portland among hat makers and later among lumpers engaged in moving furniture, at Stonington among granite cutters, and at Saco among coal handlers, there were brief strikes for various causes, but nothing serious enough to delay work for any considerable time.

REPORT

OF THE

Board of Arbitration and Conciliation.



STATE OF MAINE.

BOARD OF ARBITRATION AND CONCILIATION.

AUGUSTA, MAINE, DECEMBER 1, 1909.

*To the Governor and Council
of the State of Maine:*

In compliance with the provisions of Chapter 229 of the Public Laws of 1909 we herewith submit our first annual report.

The members of the board met at the State House on the third Wednesday of September, 1909, and organized by choosing Robert F. Dunton as chairman and Alden M. Flagg as secretary. At this meeting blank forms of notices and applications to the board were adopted, which will be sent to the mayors of cities, selectmen of towns, employers of labor, and labor organizations as soon as printed.

No dispute, strike or lockout between employers and employes has been called to our attention, and none has occurred, so far as we know, within the State, since the organization of our board.

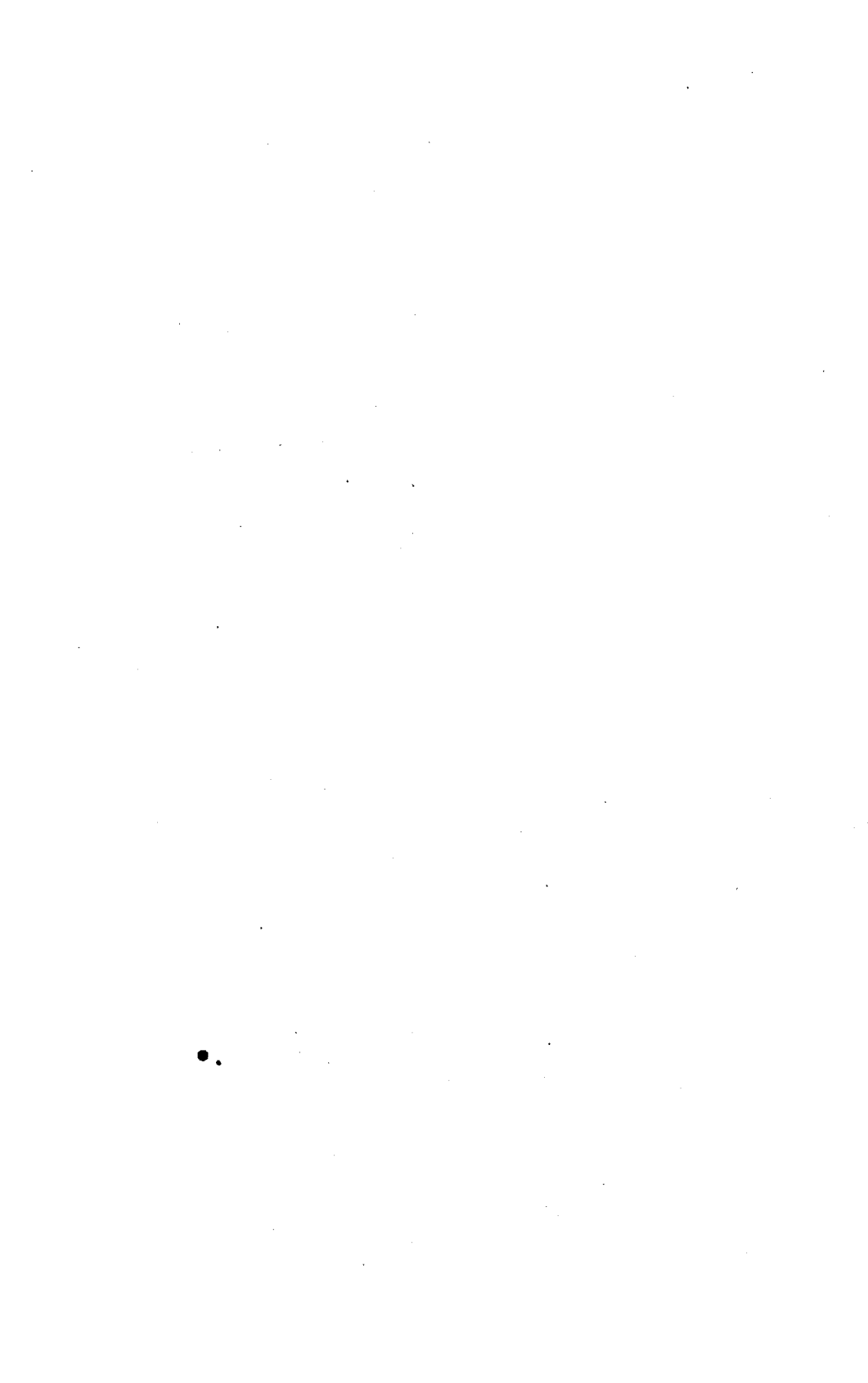
Respectfully submitted,

ROBERT F. DUNTON,
SAMUEL R. HAINES,
ALDEN M. FLAGG.

REPORT

OF THE

Inspector of Factories, Workshops,
Mines and Quarries.



STATE OF MAINE.

OFFICE OF INSPECTOR OF FACTORIES,
WORKSHOPS, MINES AND QUARRIES.
BIDDEFORD, DECEMBER 1ST, 1909.

*To Hon. Thomas J. Lyons, Commissioner of Industrial and
Labor Statistics:*

In compliance with the requirements of an act of the Legislature, approved, March 29, 1893, directing the Inspector of Factories, Workshops, Mines and Quarries to make a report to the Commissioner of Industrial and Labor Statistics on or before December first annually, I have the honor to herewith submit my annual report.

Very respectfully,
GEO. E. MORRISON,
Inspector.

REPORT.

The Legislature of 1909, made new changes in our labor laws, and very early in the year a large demand was made on our department for copies of these labor laws. These laws had been compiled by the Bureau of Industrial Labor Statistics and through the courtesy of the commissioner, Hon. Thomas J. Lyons, we were able to have them printed in phamplet form and copies of the same sent to all parties interested.

FORTNIGHTLY PAYMENT OF WAGES.

Section 44. Some few complaints of violation of this section have been filed with the department and all have been settled at once satisfactory to all interested parties, as in all cases the trouble has come from small companies that employ a very few hands so an agreement was reached without any prosecution.

SANITARY CONDITIONS OF FACTORIES.

Not a complaint has reached our department during the year under this head. The inspector has at all times when making visits followed this question very closely and it is only fair to say the conditions were never better than at the present time.

SWINGING OF DOORS AND FIRE ESCAPES.

Section 45. In our report of 1908, we stated that this question had been taken up with the chief of fire departments or board of engineers in every manufacturing city or town in the state and the same can be said of this year, as we have kept at work on this with the very best results. It has not only bettered the conditions in our factories and workshops, but the work has been extended to public buildings, school houses and large tenement houses. For within the last year not a

manufacturing town in the state but that has made some improvements in the work. In several of our larger cities the improvement has been more marked, as many old fire escapes have been removed for new and modern ones, and many new ones added where formerly there were none. Churches, halls and schools have come in for their share of the chief's attention. In cities where small manufacturing establishments, have been using the second and third floors they now have ample fire escapes and we find that this work has taken lots of time, but the results have been very pleasing.

HOURS OF LABOR OF WOMEN AND CHILDREN.

Section 48. During the year only one complaint has been filed with the department for running over time, but on investigation we were convinced that there had been no violation.

EMPLOYMENT OF CHILDREN.

With the many changes made in our laws during the last session of the Legislature regulating the employment of women and children, one of the most important of these was the bill changing the hours of work from sixty hours a week to fifty eight. This law to take effect Jan. 1st, 1910.

It has been for a few years the custom of our large corporations to give the help a half holiday on Saturday during the summer, by starting earlier in the morning and running the required time to make sixty hours a week by Saturday noon. Under the new law many, if not all, of our manufacturers will commence work at 6.30 every morning with one hour for noon and run until 6.00 P. M. the first five days of the week, and Saturday run until noon making the required fifty-eight hours.

After Jan. 1st., many if not all of our manufacturers will no doubt make this their running time all the year, and all will have the half holiday Saturday which means a great deal to our large number of mill operatives.

The Law regulating the employment of children comes in for its share of changes, some of which has taken a large amount of time to get running satisfactorily. Under the referendum none of our laws come into effect until July 1st., and as soon as we could get our laws printed and distributed to the manufacturers all were requested to comply with this.

One very important change in this law was the educational test required from all children working under the employment certificate. We have had some trouble however from this and it has taken some time to get this working, as the law made no provision for the furnishing of the blanks known as the age and schooling certificate. However we have many mills now running employing only those children who have passed the educational test, e. g. In one of our large mills that canceled forty employment certificates on Sept. 1st, the beginning of the school year, as they were unable to pass the educational test hence we trust many of them found their way to the school room. In another instance one employer who had thirty-two working under an employment certificate, when this law went into effect, now has but two. "Rather than bother", as he said, "he would run his work without his children requiring any certificate of any form", and of the two he now employs one will be sixteen in December and the other in January, the rest having been canceled and are now out of work. This law has made a marked improvement in the mills and we hope in a little time to extend the same to all parts of the state. As the new law relates to all telephone and telegraph companies and mercantile houses etc., it has increased the work of the department. Many of the telegraph companies who formerly hired boys regardless of age are now employing only those over sixteen rather than use the employment certificate. None of the mercantile houses report the employment of minors, nevertheless a few have been visited by the inspector but found no children employed.

Section 57. No complaints have been filed at the department relating to the employment of children in canning factories, and on our inspection of the same, never were the conditions better than at the present time. There has been plenty of help and not a busy season, which no doubt tends to improve conditions.

The laws relating to the employment of children now in force together with age and school certificate will be found in following sections.

Sec. 52. No child under fourteen years of age shall be employed or allowed to work in or in connection with any manufacturing or mechanical establishment. It shall be unlaw-

ful for any person, firm or corporation to employ for wages or hire any child under fourteen years of age in any manufacturing, mechanical, mercantile or other business establishment, or in any telephone or telegraph office; or in the delivery and transmission of telephone or telegraph messages during the hours that the public schools of the town or city in which he resides are in session. Whoever, either for himself, or as superintendent, overseer or agent of another, employs or has in his employ any child in violation of the provisions of this section, and every parent or guardian who allows any child to be so employed shall be punished by a fine not less than one dollar nor exceeding fifty dollars for each offense.

Sec. 53. No child over fourteen years of age and under sixteen years of age shall be employed or allowed to work in any manufacturing or mechanical establishment until he, or some one in his behalf, shall have produced and presented to the owner, superintendent, overseer or agent of such establishment, a certified copy of the town clerk's record of the birth of such child, or a certified copy of his baptismal record showing the date of his birth; or his passport showing the date of his birth; or an age and schooling certificate duly issued to him as hereinafter provided. No such child between his fourteenth and fifteenth birthdays shall be employed or allowed to work in any manufacturing, mechanical, mercantile or other business establishment, or in any telephone or telegraph office; or in the delivery and transmission of telephone or telegraph messages during the hours in which the public schools of the city or town in which he resides are in session, until he shall have produced and presented to the owner, superintendent, overseer or agent of such establishment an age and schooling certificate duly issued to him as hereinafter provided. No such child between his fifteenth and sixteenth birthdays shall be employed or allowed to work in any manufacturing or mechanical establishment during the hours in which the public schools of the city or town in which he resides are in session, until he shall have produced and presented to the owner, superintendent, overseer or agent of such establishment an age and schooling certificate duly issued to him as hereinafter provided. The employer shall keep on file such birth record, baptismal record, passport or age and schooling certificate in duplicate containing the name

of such child, the name of his parents, guardian or custodian, and such data as may be required by the inspector of factories, workshops, mines and quarries. Blank employment certificates, in form approved by the attorney general, shall be furnished by the inspector of factories, workshops, mines and quarries. One of such certificates shall be delivered to such child and the other be immediately forwarded to the office of said inspector of factories, workshops, mines, and quarries, to be kept on file by him. When such child leaves such employment, the employer shall return to such child the copy of the town record, baptismal record, passport or age and schooling certificate furnished by him as aforesaid, and shall immediately notify said inspector that such child has left his employ. The inspector of factories, workshops, mines and quarries, or any of his assistants, may demand of any employer or corporation the names of all children under sixteen years of age in his employ in the several cities and towns of the state, and may require that the birth record, baptismal record, passport or age and schooling certificate of such children shall be produced for his inspection, and the failure to produce the same shall be prima facie evidence that the employment of such child is illegal. Whoever, either for himself, or as superintendent, overseer or agent of another, employs or has in his employment any child in violation of the provisions of this section, and every parent or guardian who allows any child to be so employed shall be punished by a fine of not less than one nor more than fifty dollars for each offense.

Sec. 54. Age and schooling certificates shall be issued by the superintendent of schools of the city or town in which the child resides, or some person designated and authorized in writing by the school committee, but no person shall issue such certificate to any minor then in or about to enter his employment, or the employment of a firm or corporation of which he is a member, stockholder, officer or employe. The person who issues the certificate in accordance with the provisions of this section is hereby empowered to administer the oath provided for therein, but no fee shall be charged therefor.

Sec. 55. An age and schooling certificate shall not be issued until the child applying therefor, or some person in his behalf, shall furnish satisfactory evidence of the age of the child,

which evidence shall be a certified copy of the town clerk's record of the birth of said child, or a certified copy of his baptismal record, showing the date of his birth, or a passport showing the date of his birth, or other document satisfactory to the superintendent of schools or the person authorized to issue such age and schooling certificates; nor until such child has demonstrated his ability to read at sight and write simple sentences in the English language, and perform simple arithmetical problems involving the fundamental processes of addition, subtraction, multiplication and division, such educational test to be prepared and furnished by the superintendent of schools or the school committee of each city and town in the state; or has furnished a certificate to that effect signed by any teacher in any of the public schools of the city or town in which such child resides, or by the principal of any approved private school, or a certificate signed by the principal of any evening school in said city or town, to the effect that said child is a regular attendant of said evening school.

Sec. 56. The form of the age and schooling certificate provided for in section fifty-three of this act shall be prepared and furnished to the superintendent of schools or the school committee of the cities and towns by the attorney general, and shall be substantially as follows:

Age and Schooling Certificate.

Revised Statutes, Chapter forty, Section fifty-three.

This certifies that I am the _____, father, mother, guardian or custodian, of _____, name of child, and that he was born at _____, name of city or town, in the state, or county, of _____ on the _____ day of _____ in the year _____ and that at, his or her, last birthday, _____ he was _____ years old.
City or town and date.

Signature of parent, guardian or custodian.

Then personally appeared before me the above named, _____ name of person signing, and having produced for my inspection the _____ record passport of said child, made oath that the foregoing certificate by _____ him or her, signed is true to the best of _____ his or her, knowledge and belief.

Having no sufficient reason to doubt that _____ he is of the age therein certified, I hereby approve the foregoing certificate of _____ name of child; whose signature, written in my presence, appears below; whose height is _____ feet and _____ inches; complexion is _____ fair or dark; hair is _____ color. I hereby certify that _____ he has satisfactorily demonstrated _____, his or her, ability to read at sight and to write legible simple sentences in the English language, and to employ the fundamental principles of arithmetic, according to the test supplied by the local superintendent of public schools; that he has presented us a certificate to that effect signed by the principal a teacher of some public school in said town, or that he has presented a certificate signed by the principal of an evening school in said town to the effect that he, said child is a regular attendant in said evening school.

This certificate belongs to _____, name of child, and is to be surrendered to _____, him or her, whenever _____ he leaves the service of the employer holding the same, but if not claimed by said minor within thirty days from the time when _____ he leaves such employment, it shall be returned to the superintendent of schools, or to the person by whom it is issued.

Signature of child.

Signature of person authorized to issue and approve, with official character or authority.

City or town and date.

Whoever, being authorized to sign the foregoing age and schooling certificate, or whoever signing any certified copy of a town clerk's record of births, or certified copy of a child's baptismal record, shall knowingly certify to any false statement therein, and any parent or guardian who presents, or who permits or allows any child under his control to present, to any employer, owner, superintendent, overseer or agent as required under section fifty-three, any certified copy or birth or baptismal record, or passport, or age and schooling certificate containing any false statements as to the date of birth or age of such child, knowing them to be false, shall be punished by a fine of not less than twenty-five dollars nor more than fifty dollars for each offense.

CHILDREN EMPLOYED.

The following tables will show the number of children employed in our mills on Nov. 27th, 1909. All of which have employment certificates filed at our office, also the number of certificates canceled during the year.

INSPECTOR'S REPORT.

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		Total No. children working under certificate, 1909.	No. of males.	No. of females.	Total No. cer- tificates canceled.	No. of males.	No. of females.
Androscoggin Mills	Lewiston	94	68	26	105	75	30
American Woolen Co.	Fairfield	0	0	0	3	2	1
American Woolen Co.	No. Vassalboro.	0	0	0	20	8	12
American Woolen Co.	Skowhegan	0	0	0	1	0	1
American Can Co.	Eastport	4	3	1	0	0	0
American Can Co.	Lubec	8	6	2	0	0	0
Amos, Abbott Co.	Dexter	6	3	3	0	0	0
Auburn Shoe Co.	Auburn	0	0	0	3	2	1
Bates Manufacturing Co.	Lewiston	116	40	76	162	85	77
Barker Mill	Auburn	14	5	9	0	0	0
Cabot Manufacturing Co.	Brunswick	64	40	24	53	27	26
Continental Mills	Lewiston	65	35	30	78	58	20
Cowan Woolen Co.	Lewiston	1	1	0	0	0	0
Cushman-Hollis Co.	Auburn	18	12	6	10	6	4
Dana Warp Mills	Westbrook	49	22	27	13	4	9
Dingley Foss Shoe Co.	Auburn	8	7	1	13	11	2
Edwards Manufacturing Co.	Augusta	34	17	17	56	41	15
Eaton C. A. Co.	Augusta	9	8	1	25	21	4
Farwell Mills	Lisbon	20	5	15	25	10	15
Farnsworth Co.	Lisbon Center	2	1	1	0	0	0
Field Bros. & Gross	Auburn	27	22	5	5	4	1
Goodall Worsted Co.	Sanford	103	33	70	22	10	12
Hill Manufacturing Co.	Lewiston	50	35	15	60	48	12
Haskell Silk Co.	Westbrook	10	5	5	9	2	7
Hodsdon Manufacturing Co.	Yarmouthville	0	0	0	4	4	0
Howard Briggs & Pray Co.	Auburn	5	4	1	0	0	0
Hutchins, H. Westley Co.	Auburn	5	5	0	6	4	2
International Paper Co.	Chisholm	1	1	0	0	0	0
Jagger Bros.	Sanford	4	2	2	5	0	5
Leonard & Barrows	Belfast	2	2	0	1	1	0
Lord, R. W. & Co.	West Kennebunk	7	4	3	3	3	0
Linn Woolen Co.	Hartland	1	1	0	0	0	0
Limerick Mills	Limerick	10	6	4	4	3	1
Lockwood Company	Waterville	135	70	65	304	162	142
Libbey & Dingley Co.	Lewiston	1	1	0	1	1	0
Maine Spinning Co.	Skowhegan	33	17	16	59	22	37
Maine Alpaca Co.	Sanford	33	12	21	9	4	5
Morrison Woolen Co.	Dexter	0	0	0	1	1	0
Old Town Woolen Co.	Old Town	5	0	5	11	4	7
Piscataquis Woolen Co.	Guilford	4	3	1	1	0	1
Pepperell Manufacturing Co.	Biddeford	115	55	60	135	61	74
Pepperell Manufacturing Co., Laco- na Division	Biddeford	119	53	66	97	42	55
Rice & Hutchins	Warren	2	1	1	0	0	0
Spinney, B. F. & Co.	Norway	0	0	0	6	4	2
Seabright Woolen Co.	Camden	1	1	0	0	0	0
Sanford Mills	Sanford	73	44	29	104	58	46
Worumbo Manufacturing Co.	Lisbon Falls	20	9	11	38	18	20
Wise & Cooper	Auburn	0	0	0	5	4	1
Webster Woolen Co.	Sabattus	14	9	5	0	0	0
Western Union Tel. Co.	Eastport	1	1	0	0	0	0
Western Union Tel. Co.	Lewiston	1	1	0	0	0	0
York Manufacturing Co.	Saco	31	19	12	74	48	26
Total		1,325	689	636	1531	858	673

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