BUILDING WORK TO BEGIN

Nine Unions Notified of Resumption by Labor.

Others Have Accepted Terms of the Employers—Central Union to Act on Monday.

Nine unions in the building trades which have accepted the plan of arbitration of the Building Trades Employers' Association were notified yesterday by circular that work will be resumed in their respective trades at once. From 15,000 to 20,000 men will be put to work. This will be the first real break in the building shut-down, which started all over the city on May 15. The George A. Fuller Company employes will probably bring the total number of men at work up to 30,000.

The circulars to the laborers were issued after a general meeting of the Employers' Association, at which a committee of the Board of Governors of the result of the conference with the representatives of the unions on Thursday was read. These are the unions whose members were notified:

Amalgamated Painters and Decorators, Brotherhood of Painters, Decorators and Paperhangers.
United Upholsterers of New York.
Mosaic Workers' Association.
United Cement Workers' Union.
Modelers' League of America.
Mosaic and Tile Layers' Union.
Hexagon Labor Club of the Tile Layers' Helpers.
Amalgamated Woodworkers' International Union.

Six of these unions are in the Board of Building Trades. The Electrical Workers' Union, which is in the Board of Building Trades, also decided yesterday to accept the plan of arbitration. W. K. Fertig, Secretary of the Board of Governors of the Employers' Association, said last evening that five additional unions had accepted the plan since the list was made out.

"Their letters will be turned over to the Board of Governors and acted on to-morrow," he added. "The board will meet daily and notify the unions that they can go to work as soon as the notifications are received over their respective seals."

The Board of Building Trades at its meeting yesterday heard reports from the unions which have accepted the arbitration agreement. No action was taken regarding them, as Monday was fixed on as the date for voting on the question of expelling them. William J. Gaynor, Secretary of the board, said after the meeting was over that five of the unions representatives of which attended the meeting of the board had signed the arbitration agreement. Twenty-nine had not signed it.

"The representatives of these twenty-nine unions did not all state positively what they had done," he continued. "Some ignored the plan and others talked evasively about it."

Mervyn Peath, delegate of the Amalgamated Sheet Metal Workers' Union, said his organization would not accept the plan of arbitration because it held that it was in conflict with an agreement already in existence between his union and the employing sheet metal workers.

GROUT ON JOHN DOE INQUIRY.

Declares Secret Aqueduct Board Proceedings More of Public Menace Than Alleged Offences.

Controller Grout yesterday issued a statement attacking the methods of District Attorney Jerome and Justice Mayer in the investigation of the Aqueduct Board.

"It seems to me," says the Controller, "that it is time for somebody to call attention to the unlawful and dangerous procedure followed by the District Attorney and the Magistrate in the criminal procedure pending against three of the Aqueduct Commissioners.

"Summonses have been served upon these Commissioners, entitled, 'In the criminal proceeding prosecuted by the people of the State of New York on the information of George R. Duval against William H. Ten Eyck, John P. Windolph, and John J. Ryan.' But notwithstanding that nothing is more thoroughly settled in the laws of this State, or in the history of every English-speaking people, than that all legal proceedings shall be public, this legal proceeding is held in secret, and the defendants are not allowed to be present either in person or by counsel when the witnesses against them are examined, and have not a chance to confront the witnesses or to cross-examine them. As if this were a defense enough against the laws of this State, the complainant and his representatives and agents are permitted to prejudge, and each day at the close of the proceedings to detail by statements to the press, various accusations and alleged testimony said to have been brought out at the so-called hearing. Then when the Justice's attention is called to this situation, he commits the additional absurdity of threatening to punish the people who make public the things which, if true, ought to have been public throughout.

"The whole thing is an injustice and much more dangerous as a public offense than the sum total of all things charged against the Aqueduct Commissioners. I protest against it as a citizen and as a member of the Board, and I think the whole city, watchful of the rights of the people, ought not to permit such oppressive and unlawful legal proceedings to continue."

Controller Grout said that in the year and a half that he has been ex-officio a member of the Aqueduct Board there has been nothing there to raise the slightest doubt of their integrity or desire to perform their official duties properly, or of their capacity to perform them properly.

JEROME ANSWERS FOR TRAIN.

Tells Aqueduct Commissioners' Counsel That the Accused Will Be Heard.

The law firm of Black, Olcott, Gruber & Bonynge yesterday received the following letter from District Attorney Jerome in reply to their letter of July 8:

I beg to acknowledge yours of July 8, informing me that you represent the three Aqueduct Commissioners whose official conduct is being inquired into, and asking that in a spirit of fairness Mr. Train should disclaim some statements in the newspapers purporting to come from him and deny that he had expressed prejudgment of the case.

The attitude of my office in regard to this inquiry is simply that of seeking to be informed whether or not a crime has been committed. Neither Mr. Train nor myself have expressed any opinion as to the criminality of either of the three Commissioners. I beg to refer you to my letters of June 19 and June 24, 1903, addressed to the Hon. William H. Ten Eyck, President of the Aqueduct Commissioners, in which I say:

"I have decided to refer the whole matter to Mr. Arthur Train, one of my assistants, with instructions to hear everything that can be said on both sides and determine whether the matter is one with which I as District Attorney have anything to do," and, further, "However, I assure you that you will have ample opportunity to be heard."

I have made it a rule, and one from which I have never departed, not to contradict anything of any kind published in the newspapers. I see no reason in this case to depart from that rule.

NO ONE WANTED THE FIREMEN.

Each Maiden Lane Janitor Insisted That There Was No Blaze.

With smoke showing above the block bounded by Broadway, John, and Nassau Streets, and Maiden Lane, the engines were called to Box 35, Broadway and Maiden Lane, yesterday afternoon. The firemen got to the box quick enough to see traces of the smoke overhead and a thin reef of smoke blowing up through gratings at Broadway and Maiden Lane.

Certain that they had a big fire to handle, the engines hooked to water plugs, and lines of hose were laid in record time, while the rowers of the trucks, with axes and polehooks, rushed from building to building in the fire zone only to be waved back by irate janitors with declarations that the fire was not on the premises they guarded.

Chief Devanney decided that the Jewelers' Building, at 9, 11, and 13 Maiden Lane, was the seat of the trouble, and insisted on going to the cellar, despite the hallman's objections. The chief found that a big window casement had caught fire from a steam boiler nearby, and had filled the area and airshaft in the centre of the block and the neighboring cellars with smoke. The blaze had been extinguished about the time the engines arrived.

Chief Devanney spoke his mind to the hallman. "You misled us and told us the fire was in the cellar," he said, "and some day you will be glad to have us come straight here. We aren't in this business to be fooled. We are here for the strictest kind of business."

NEW HAVEN ROAD'S VICTORY.

Other Lines Agree to a New Coal Schedule to New England Points.

The difficulty between the New York, New Haven and Hartford, the Pennsylvania, the Lehigh Valley, the Reading, the Jersey Central, and other railroads regarding the rates to be charged for the carrying of anthracite coal to New England points was adjusted yesterday at a meeting of the traffic managers of those roads, held at the offices of the Trunk Line Association.

The New Haven line asserted that it was entitled to a greater percentage of the rate now charged, and that the rates to many points were not as high as they should be. It was agreed yesterday that some of the claims of the New Haven were just, and it was decided that new schedules should be put into effect as soon as possible. It is understood that these schedules are to be ready some time next week. The schedules will be on the same basis as those of the Erie and the Ontario and Western via the Newburg gateway. The outcome of the conference was considered in railroad circles as a substantial victory for the New Haven line.

OLD TWEED RESIDENCE SOLD.

Structure Whence Famous Boodler Escaped in 1875 Changes Hands.

The building 647 Madison Avenue, at one time the home of William M. Tweed, and the scene of his escape from Warden Dunham, has been sold by Mrs. A. P. Burgess through Broker Herbert A. Sherman. The buyers are the Madison Avenue Real Estate Company, of which Albert I. Sire is President, and which also owns the seven-story building on the adjoining southeast corner of Madison Avenue and Sixtieth Street. A similar structure will probably be erected on the site of the old Tweed house.

It was from one of the rear windows on the second floor of this dwelling that Tweed made his famous escape on Dec. 4, 1875, while visiting his family in the custody of Warden Dunham and a keeper from Ludlow Street Jail. His escape was made possible by a successful disguise effected by shaving off his beard and donning a wig and gold spectacles. He made his way to Florida and Cuba and thence to Spain, where he was finally recognized.

DECISION ON THIRD TRACK.

Justice Truax Declares That Elevated Road May Run Its Lines, but Awards Damages.

Justice Truax in the Supreme Court yesterday handed down a decision in the case of Henry B. Auchincloss, who sought to restrain the Manhattan Railway Company from operating a third track on the west side on the ground that it was a nuisance. He also demanded damages for the injuries suffered by him.

"To enforce the plaintiff's strict legal right (if he has any) to have the third track removed would impose great hardship on the defendant," says the court "; in fact, would impose irreparable injury on the defendant, and would curtail its ability to serve the public, while, if the plaintiff is injured, he can be compensated for his injury by money damages."

Justice Truax awards the plaintiff $9,000 for his few damages, and $8,000 for the rental damages to his property.

PLANS OF H. O'NEILL & CO.

Improvements Will Give More Room in Dry Goods Store.

Alterations of an extensive character are now in progress at the dry goods store of H. O'Neill & Co. at Sixth Avenue, Twentieth and Twenty-first Streets. New flooring is being put in throughout the building, and five new elevators are being installed, making a total of twelve in the store. Several new entrances will be arranged and two new ways cut for patrons to enter the basement.

By these and other changes considerable space will be added to the main floor and on the third floor extra space for business will be gained by the transfer of the office of the firm to the fifth floor.

Two buildings on Twentieth Street, just acquired, will allow the establishment of a model kitchen and restaurant and an emergency hospital for the employes of O'Neill's, besides further locker and dressing accommodations. Meals to employes will be served at cost.

LEGAL NOTES.

WHAT AMOUNTS TO A PARTNERSHIP.—An interesting discussion as to what amounts to a partnership is to be found in the case of Teed vs. Parsons (66 Northeastern Reporter, 1044.) It was there held that an organization for religious and social purposes, known as the Koreshan Unity, the members putting in their property, living as one family, and having everything in common, without any elements of profit sharing, or business for the common benefit, is not a partnership so that a note executed by one of the members, without proof of express authority, will be binding upon the others. The Court said: "Even if the Koreshan Unity could be said to be a partnership, its character is such that the authority of one partner to bind the others by the execution of promissory notes would not be implied. In partnerships not commercial in their nature, such as those of lawyers, doctors, and others, called "non-trading," one partner cannot bind the other by the execution of promissory notes, unless authority is expressly given or recognized by all the partners, or implied from the general business habits. The issue of negotiable paper by such partnerships is generally neither customary nor necessary, and cannot be implied authority from the existence of the partnership. The Court, after calling attention to the fact that the association was not engaged in trade or of a commercial character, continued: "It is true that the plaintiff testified that the Koreshan Unity was in the nature of a partnership, but what will constitute a partnership is a question of law, and her conception of the law does not establish the fact. A partnership is a creature of the law merchant, and its origin is founded in the customs which have grown up among merchants, recognized and enforced by the courts. One essential feature which must be shown to exist in order to make a partnership is that it is formed for business purposes. It is a voluntary association, arising out of contract, for the purpose of carrying on a joint undertaking, with the object of making a profit to be shared among the partners. Every definition of a partnership includes the purpose of business and profit. It is a combination of two or more persons of capital, or labor, or skill, or some or all of these, for the purpose of business, for the common benefit."

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SAFETY OF STREET NOT GUARANTEED BY RAILROAD COMPANY.—For a conductor to stop a street car and call to an intending passenger to "come on" will not render the railroad company liable in an action for damages for injuries received by the plaintiff in falling into a ditch in the street. The Appellate Division of this city, in giving this decision, said, in part, by Justice Patterson: "The only attribution of negligence that can be made in this case is that the defendant's servants stopped the car at a dangerous place in the highway after having invited the plaintiff to enter upon the car, knowing that it was a dangerous place and failing to give warning to the plaintiff that it was dangerous. The point at which the car stopped was not the usual stopping place. It stopped, however, at the signal of the plaintiff. The call of the conductor was doubtless an invitation to the plaintiff to enter the car, but it was not an invitation to the plaintiff to proceed along the roadway of the street rather than upon the sidewalk. The plaintiff chose his own route along the roadway. He did not choose it either under the direction or guidance of the conductor, and it would be extending the rule of liability far beyond what has been adjudged in any case to which our attention has been called to hold that a street railway company guarantees or insures the safety of a public highway along which an intending passenger chooses to move, in order to reach a car which has overrun its usual stopping place and is waiting for that intending passenger to enter."

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