

those mentioned in Section 13, Cap. 142, R.S.O., can be taken into account in fixing the tolls; that the improvements on South Creek from the reservoir dam to Ox-Tongue Lake are an undivided whole and cannot be arbitrarily divided up into sections at the will of the Applicants, and that it is quite impossible to say that one section is more essential than another to the floatability of the stream; that in order that the Respondent Company could use the said improvements for the transmission of their logs and timber over the said improvements it was necessary for them to expend \$1,150 on repairs and improvements thereon within the area of said improvements; that the total costs of the improvements should be divided between the said companies on the basis of the quantity of timber driven out of said stream and over said improvements, that as the Respondents having one-half the quantity of timber to run over said improvements that the Applicants have already run out, that a sum per 1000 ft. B.M. should be allotted or fixed to be paid by the Respondents' Company to the Applicants to cover one-third of the total cost of such improvements.

The Applicants' counsel in answer contended.—That their claim being founded on a Statute cannot be enlarged or abridged by the intention of the parties; that the logs and timber of the Respondents being situated on the easterly part of the township of McClintock, and further from Ox-Tongue Lake, the Respondent Company required to use more of said improvements than the Applicants in driving or floating out their logs and timber.

In order to arrive at a proper sum to be fixed as a toll to be paid by the Respondents Company to the Applicants, for the use of their constructions and improvements on South Creek, it will be necessary under Section 13 of Cap. 142, R.S.O. that the following matters or items be taken into consideration.

1st. The original cost of the construction and improvements.

2nd. The amount required to maintain the same.

3rd. Interest upon said original cost.

4th. Such other matters as under all the circumstances may seem just and reasonable.

There is no difficulty in dealing with the matters under the first and second and third of these items but more difficulty arises in the application of the fourth item. I cannot accept the Applicants' contention that under this clause I am at liberty to divide the constructions and improvements into sections and assign different tolls to the different sections according to the amount of saw logs and timber floated or transmitted through or over each of such sections by the respective parties. I find the improvements on South Creek from the reservoir dam to the outlet into Ox-Tongue Lake, one series of improvements; nevertheless I consider the use made of the said constructions and improvements by the respective parties as important element to be taken into consideration in fixing the tolls to be paid to the Applicants' Company in this case; neither can I take into consideration on this application the sum expended by the Respondents in increasing the efficiency of said improvements for their own convenience in 1901.

In computing the original cost to the Applicants of the constructions and improvements on South Creek I allow items Nos. 1, 2, 3, 4, 5, and 7 and 800 of item No. 6, and I reject item No. 8, as I consider fire ranging as neither part of the original cost or a proper charge for maintenance, although a proper precautionary measure taken in their own interest in connection with their timber limits. The charge for the book-keeper's time was not as clearly shown as such an item should have been, and I think \$100 quite enough to allow.

I summarize the original cost, maintenance and interest as follows:—

Amount expended to March 1st, 1899... \$3144 12  
Interest thereon to May 7th, 1901, 2 years  
and 66 days..... 411 38  
Amount expended to December 24th, 1899... 3006 70  
Interest thereon to May 7th, 1901, 1 year  
and 134 days..... 246 57  
Maintenance and repairs..... 350 00

Total original cost, maintenance and int. \$7158.77

Having considered the fact that the greater portion of the saw logs and timber of the Respondents will require to be floated or transmitted through or over the whole of the constructions and improvements on South Creek from the reservoir dam to Ox-Tongue Lake, whilst a comparatively small portion of the said Applicants' saw logs and timber was floated or transmitted over the whole of the said improvements, I find that three-fifths of said above mentioned sum of \$7,158.77 should be borne by the Applicants, and two-fifths by the Respondents.

I therefore order and adjudge that the Respondent Company pay to the Applicant Company 66 and one-seventh cents per thousand feet board measure of their saw logs and timber floated or transmitted through and over the said constructions and improvements on South Creek as and for tolls, and I fix the said tolls at 66 and one-seventh cents per thousand feet board measure of saw logs and timber, as provided by Section 13 of Cap. 142, R.S.O. 1897.

I find that the said constructions and improvements will not be of use to any other persons than the said Applicants and Respondents.

I think the costs should be divided equally between the parties, and if the parties desire they can speak of the question of costs later.

Dated this 7th day of May, A.D., 1901.

(Signed) JOHN E. HARDING,

Judge.

### A RETROSPECT OF THE TIMBER BUSINESS.

An unusually interesting article reviewing the development of the British timber trade, and giving much information regarding the import duties charged on lumber before the adoption of the present free trade policy of Great Britain is published in the last special number of the Timber Trades Journal, of London, England.

When the last century dawned there was a duty of 11s per load of 50 cubic feet levied on all European timber imported in the log into the United Kingdom. This was constantly raised until before the century was twenty years old it had increased to the enormous charge of £3 5s per load. This duty did not apply to timber from the British North American colonies, which was imported duty free till 1821, when a duty of 10s per load was decided upon.

The duty on imported timber, which was fixed at 6s 8d in 1787, was increased in the first instance for purposes of revenue, to meet the heavy demands on the country's purse of the French wars. The events which culminated in the destruction of the Danish fleet at Copenhagen having seriously affected the British relations with the Baltic powers, it was apprehended that a deficiency of their accustomed supply of timber might ensue, and the Government of the country, egged on by the shipping interest and the Canadian merchants, decided on the policy of bolstering up the timber industry in Canada, to the detriment of trade with the north of Europe. Thus the duty on timber was still further added to as a protectionist measure when a further increase had become detrimental rather than advantageous to the treasury.

In 1813, when the free navigation of the Baltic had been restored, the duty was again increased 25 per cent, and it was not until six years after the war was over, in 1821, that any attempt was made to reduce it. These burdensome duties, moreover, did not represent the whole of the charges made on imported timber, as there was always an additional duty payable on timber imported in foreign ships. When the duty on tim-

ber imported in British ships at that 6s 8d, but it gradually increased with the increase of the revenue on imported timber was £3 5s that imports had to pay 3s excess, or £1 per load.

When the duty on timber imported in the log was 6s 8d per load, the duty on deals under a standard of 100 superficial feet. In 1801 it rose to £1 15s 6d in 1809 to £8 15s, in 1810 it was £15 5s in 1819. In 1821 the scale of dimensions was changed, and the charge on deals not exceeding 16 feet in length was fixed at £19, and on deals from 16 feet to 21 feet at £22. The charge on Colonial deals was at this time £2 10s standard as against £19 for Baltic deals. The effects of the increase of the duties on timber and the preferential treatment accorded to the British colonies is well illustrated in the following table. For the sake of conciseness the average annual import for the imports of every five years.

#### REPORTS OF TIMBER INTO THE UNITED KINGDOM.

Five year periods.	From Baltic Leads.	From British Colonies Leads.
1788-1792	219,396	2,660
1793-1797	164,600	1,225
1798-1802	178,019	2,916
1803-1807	232,477	16,331
1808-1812	73,718	120,537
1813-1817	125,855	147,507
1818-1822	116,600	335,556
1823-1827	191,890	410,993
1828-1832	122,783	412,682

So onerous did the duties on European timber at last become that it was no rare thing, in spite of the heavy freight of those days, to ship Baltic timber to the Colonies for the purpose of introducing it into England at Colonial rates. It was asserted that there had been a profit of ten shillings per load on one of these transactions, where the duties on Baltic timber were absolutely prohibitive of any profit at all. No reduction of the timber dues was carried out until 1842, when the duty on European wood imported into Great Britain was fixed at 2s for sawn and 2s for heavy wood. The duty on Canadian wood was at the same time reduced to the nominal amount of 1s and 2s. In 1847 the discriminating duty was reduced to 14s. Four years later the duty was fixed at 7s 6d per load on square timber and 10s per load on deals and battens from other than Colonial ports. In 1860 it was reduced to 1s and 2s per load, and in 1864 abolished altogether.

#### TIMBER PRICES.

There was a considerable rise in prices, as was to be expected, during the period of the French wars. The following table give the estimated prices of white pine which were obtained for Quebec white pine deals from the recognized Canadian ports:

#### PRICES QUEBEC WHITE PINE DEALS, FIRST QUALITY, PER STANDARD.

1808.... £30 0	1817.... £17 2 6
1809.... 43 0	1820.... 13 0 0 to £16 0
1812.... 26 0	1825.... 16 0 0 to 19 0
1815.... 33 0	1830.... 14 0 0 to 16 10

The evidence given at the parliamentary commission of 1835 shows that Canadian red pine at that date brought £4 12s 6d per load of 50 cubic feet. But the net proceeds to the Canadian seller were only £1 12s 6d, as the gross profits were reduced by various charges to the extent of £3 before anything could be put into the seller's pocket. The charges on Canadian red pine were as follows: Duty 10s, freight 12s, Government charges, 3s, interest, 2s 4d, commission and brokerage, 4s 8d—(£3 in all.) On Quebec white pine the selling price was £3 17s 6d, the total charges thereon amounting to £2 18s 10d, and the net proceeds therefore being £1s 8d.

The price of Quebec deals in 1835 was £14 10s per standard. The duty was £1, freight 6s, charges, 9s 6d; interest 7s 3d; commission and brokerage, 14s 6d, total, £8 11s. The net proceeds were therefore, £5 18s 9d per standard hundred.

#### THE FIRST MILLS.

It was not until the last half of the eighteenth