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SPECIMEN OF CANADIAN DEALS.

CANADIAN pine deals have, for many years, been favorably known in foreign markets, and especially in Great Britain, to which country immense quantities have been exported annually. Nowhere in the world are deals manufactured which surpass, either in quality or dimensions, those produced in the Ottawa Valley. From a photograph sent us by Messrs. Gilmour & Hughson, Limited, of Hull, we reproduce the accompanying illustration, showing a pile of deals manufactured by this company, and which stand as proof of the huge timber and modern saw mills to be found in Canada.

These deals were manufactured at the steam saw mill of the above company at Hull, and were selected from those sawn only since September. They are all first quality, three inch, and, as will be observed by the figures thereon, range in width from 25 to 41 inches, giving an average width of 30 inches. They were manufactured from timber cut on the firm's limits on the Gati-neau river, and make one of the finest piles of lumber ever seen in Canada.

When we consider the size and quality of timber required to yield such deals, bearing in mind that they are all from the sides of logs, and square edged, then only can we properly appreciate their excellence and the value of our timber wealth. Only modern machinery of the highest type would manufacture such. The band mill that cuts them, the chain that hauls the logs into the mill, the double edger that edges them, and, in fact, the whole mill equipment, must of necessity be massive in character and of modern design. That such mills are found in Canada speaks well for the enterprise of the lumbermen of this country.

The proof of the excellence of a saw mill is the manner in which its product is turned out. The writer can say positively from experience and from personal knowledge of both Canadian and Michigan saw mills, that the Canadian lumber is far superior to the product of United States mills in every point of manufacture. Neither can it be gainsaid that nowhere on the continent do they build as good saw mills as in Canada, nor of as great capacity.

The B. C. Mine at Greenwood, B. C., has ordered a complete development plant from the Jenckes Machine Co., Sherbrooke, Que.

AN IMPORTANT SHINGLE CASE.

AN important case, establishing a precedent in the fulfillment of shingle contracts, was recently decided by a jury in Judge Benson's court, Seattle, Wash., and is reported by the Pacific Lumber Trade Journal. Briefly stated, Roy & Roy, wholesalers, on May 29 gave Ferguson & Taylor, shingle manufacturers of Blaine, an order for 20 car loads of shingles, consisting of 16 inch 6 to 2 Extra *A*'s at 95 cents, 16 inch 5 to 2 "Clears" at \$1.10, 16 inch 5 to 2 Standard A's at 50 cents, 16 inch Choice A's at 50 cents, fancy butt dimension shingles at 90 cents per 1,000 extra, and some plain butt dimension shingles at 45 cents per 1,000 extra. Prior to June 25 the defendants

shingles had advanced not more than 5 cents per 1,000, and that the defendants were entitled to about \$50 underweights on the cars already delivered, which would about off-set the claim of the plaintiffs; that the contract of sale was modified and changed the conversation of June 25, and that the plaintiffs had not sued upon the modified contract but on the original one, and therefore should fail; that the defendants should have judgment against the plaintiffs for \$50 for underweights on the cars delivered.

On the trial of the case two disinterested witnesses swore that shingles had advanced during the month of July to about \$1.25 for *A*'s and other grades in proportion, and two disinterested

witnesses swore, on behalf of the defendants, that shingles had advanced for the month of July not more than \$1.07½.

The jury returned a verdict allowing the plaintiffs \$500 damages, and the defendants \$31.50 for underweights, and gave a verdict against the defendants for \$468.50.

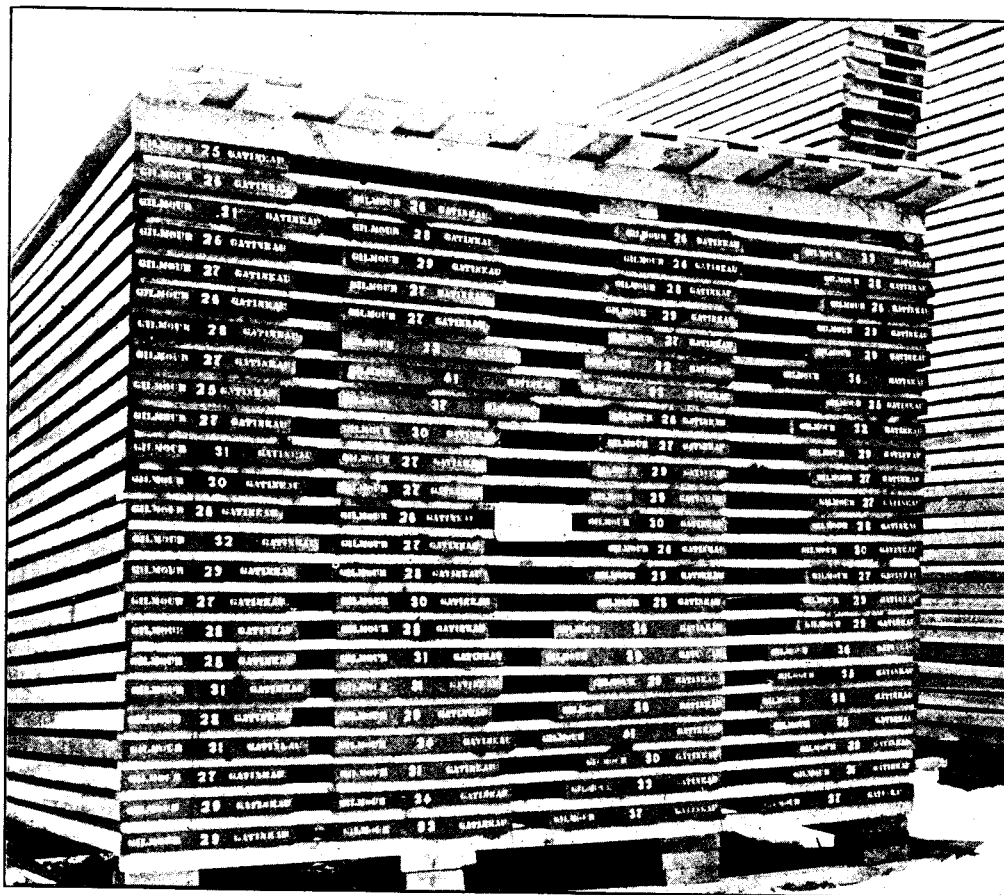
Without going into the merits of the case, it may be stated that should the verdict be sustained, it will do much to lessen an evil that has threatened the shingle industry the past four years. A number of mill men—happily few—have in the past taken contracts at a fixed price and refused to fill same when the price advanced. The same applies equally to a number of wholesalers. It has been the custom of a number of eastern buyers of late to place orders for a number of cars at a fixed price, and then when the market declined

simply cancel the orders without any explanation or upon the most frivolous pretexts. It is wrong and unjust in either case and the practice should be frowned upon. The decision will do much to prevent the mill men from accepting contracts at low prices during the winter months at a stated price for future delivery, and it will also make eastern buyers chary of cancelling orders when the market declines.

USEFUL AND UP-TO-DATE.

Mr. W. H. Smyth, Midland, Ont., in renewing his subscription, writes: "I consider THE CANADA LUMBERMAN a very useful and up-to-date paper."

Cassidy & Co. have leased the saw mill of the Burrard Inlet Red Cedar Lumber Co., at Port Moody, B.C.



SPECIMEN OF CANADIAN DEALS—MANUFACTURED BY MESSRS. GILMOUR & HUGHSON.

delivered five cars of the contract. At that time the price had advanced to \$1.10 for *A*'s. Ferguson & Taylor then asked to be relieved from filling the balance of the order. This Roy & Roy refused to do, but would allow the manufacturers to fill the entire order with *A*'s at \$1.00 per 1,000. This was agreed to, but after filling one more car the manufacturers again refused to go ahead. Roy & Roy then went on the market and bought enough *A*'s to fill the order, paying therefore \$1.35 per \$1,000. The latter then brought suit against Ferguson & Taylor for \$900, and the case was tried before a jury.

In substance Ferguson & Taylor alleged that the term "immediate delivery" meant within a reasonable time, which was, according to the capacity of the mill of the defendants, 10 days, and that on or about the 10th day of June