reasonable that we cannot but commend the course taken by the shippers.

Some of the objectionable features might be noted. In clause 1 no provision is made for satisfactory loading berths. In Montreal, for instance, there are objectionable berths, and to protect shippers the words "as directed after arrival by the said merchants" should be inserted. In clause 3 there is an important omission, viz. "only rope slings or chains properly covered with canvas to be used for loading and discharging." On the whole, this clause is not nearly so desirable as the corresponding clause in the present charter, which reads as follows: "The cargo to be supplied to the ship and to be taken from alongside, as customary, at each port. Only rope slings, or chains properly canvassed. to be used for loading and discharging. Ship to work at night at port of loading if required by charterers or shippers. Ship's hold to be thoroughly swept and cleansed before taking in cargo; no stevedores objectionable to merchants to be employed."

Clause 8 is too ambiguous. If a steamer found it to her advantage to clear away in the fall before completion of loading, she might do so, in order to fill up at other ports lower down the river, while the shipper at the original port of loading might be left with cargo on his hands which he desired to send forward.

A portion of clause 9 is almost contradictory, inasmuch as it states "freight to be paid on right deliver, of the cargo," but "receivers to pay freight during delivery."

Coming to clause 10, we read "suitable lengths to be given with each parcel, etc." This is, we believe, unworkable. The steamer is entitled to deal ends 9 feet and under for stowage purposes, and also to have them alongside the steamer so as to be available when required, but under the new clause the master could demand pieces two feet, or any other length, to fill up a hole, just as he pleases. No mention is made of two inch stock, large quantities of which thickness, in both spruce and pine, are shipped from the St. Lawrence.

The Bill of Lading is an extraordinary document. It will be observed that it commences with "Shipped in good order and condition," and concludes with the words "Quality, condition and measure unknown"—certainly a queer anomaly. The shipper would have no protection against the careless handling of the cargo by the ship's crew, and the value of the Bill of Lading as a negotiable document would probably be impaired.

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There are other objectionable features of more or less importance. Those enumerated show that the charter affords no protection to the shipper, and is completely at variance with the custom of the trade on this side of the Atlantic. The existing form of charter is much preferable, and with a few alterations, would best serve the interests of both the ship-owner and shipper.

Industries in the United States that require large quantities of good hickory are said to find it necessary to place their orders with the mills prior to the cutting of the timber, and the mill men are obliged to scour a great deal of territory in order to find stuff suitable for manufacturing purposes.

## DOYLE'S RULE ASSAILED.

The Toronto Mail and Empire reconstructs into an editorial some statements made by Mr. Walter Beatty, M.P.P. for Leeds, touching the method employed for estimating the quantity of lumber in a saw log. The contention advanced is that the province is deprived of at least 20 per cent. of the revenue derivable from stumpage or timber dues, and that on the total log output of the decade from 1887 to 1896 the loss was \$2,482,779. For the enlightenment of our readers we quote from the Mail and Empire:

"The lumber content of each log is ascertained by a method of calculation known as Doyle's rule. This rule, Mr. Beatty says, belittles the size of a log surprisingly—particula a log whose diameter does not exceed 20 inches. For example, by the Doyle standard, a stick of timber 14½ inches in diameter is calculated as reducible to 83 feet of lumber. But, insists Mr. Beatty, let that same log be put through a saw mill and it will be found by the measurement of the actual lumber it is converted into to contain 120 feet, board measure. Therefore, 37 feet of it is exempt from timber dues."

The length of the log is apparently not taken into consideration in the above calculation; at least, as it is not given, that is the inference. Perhaps Mr. Beatty, in conjunction with the Mail and Empire, has some secret system of reckoning by which the length of the log becomes of no importance in arriving at results? And it may be that the time is drawing near when there will be no defects to be allowed for in the log, to reduce the quantity of merchantable timber. In any case, we welcome the advent of a new era in lumbering when it will be possible to obtain 120 feet of lumber while paying dues only on 83 feet of that amount. The Mail and Empire continues:

"Loss of revenue is not the only mischief that flows from the Doyle rule. It leads to the selection of the very hope of our corests as the victims of the woodman's axe. It falls short not on the large trees, but on the smaller ones—those described by Mr. Beatty as not exceeding 20 inches in diameter. On these sizes the lumbermen escape from 20 to 30 per cent. of the dues. They therefore have a motive for including as many lumber logs of small size as possible. \* \* \* So far from acting on the report of its own Forestry Commission, which recommended that all trees of a diameter not exceeding 12 inches be inviolable, the government has put a premium upon the cutting of small sizes above all others.

Would any lumberman be foolish enough to cut trees of small diameter which would make but one log? We think not, as it would be impossible, after taking off the slab and saw kerl, to get more than the amount of the saw bill out of the timber. The small logs now taken out by the lumbermen are chiefly the tops of large trees. On small logs Doyle's rule scales less than Scribner's, while on large logs the reverse is the case. If Scribner's rule were adopted, all small and crooked logs cut from trees would be left in the woods, and the timber dues lost to the government. Thus the advantage of Doyle's rule to the province and to the country generally. On the whole, the rule is not in favor of the lumberman. We would be glad to learn of one saw mill in Ontario where the actual production of lumber in a season has exceeded to any extent the scale made by the government. The remark of our contemporary that two and one-half million dollars has gone into the pockets of lumbermen

instead of into the provincial treasury is indeed amusing.

## EDITORIAL NOTES.

The lumbermen of Ontario have a greater interest in the proposed construction of the Rainy River Railway from Port Arthur to Winnipeg than that which pertains to them as citizens of Canada. The lumber requirement of Manitoba and the Northwest is now considerable, and will continue to grow in volume for years to come. The one essential to placing Georgian Bay lumber on that market is cheaper carrying charges. This is likely to be assured by the completion of the Rainy River Railway, as lumber can then be shipped by vessel to Port Arthur, and from thence carried by rail to Winnipeg. A competing route with the Canadian Pacific Railway will have been provided, and lower rates may be expected to come as a natural consequence. It is learned that surveys of the route are now being made, and that construction will be commenced forth-

It is rather surprising that more Canadian capital is not forthcoming for investment in pulgmaking enterprises in this country. Virtually all the large pulp-producing plants in Canada to-day have been established by foreign capital. This should not be the case Canadian money is being invested constantly in channels which, to say the least, do not offer as certain returns as a well managed pulp manufacturing establishment. Some pulp mill projects are on the tapis at the present time, the carrying out of which will depend, it seems, upon the financial assistance given by the Canadian people. Our capitalists should not be backward in advancing the necessary funds to develop an industry which promises to become one of the most important in the country. We must first display confidence ourselves before foreign assistance can consistently be asked for.

## THE FACTS CHANGED.

In the case of Creighton vs. Pacific Coast Lumber Co., noticed in our November issue, we incorrectly made the statement that "in March last defendants agreed to sell to plaintiff a carload of clear cedar strips, etc." It should have been stated that the plaintiff claimed the above to be the case; defendants on the other hand submitted evidence to the effect that plaintiff had examined the lumber in the yard before purchasing and that the lumber was rejects, out of which all clear was supposed to have been picked. Judgment with costs has since been given by the court in favor of the defendant company.

The Imperial Oil Co., of Petrolea, Out., have closed down their barrel factory, after an exceptionally busy season. It is probable that in future the company will use only oak staves, as the clm barrels do not give satisfaction.

The firm of James Miller & Company, lumber merchants, Notre Dame du Lac, Temiscouata county, Que., having been dissolved by the death of the late James Miller, Messrs. James Hayes and D. A. Huntley have sold their interests to Charles Miller, A. P. Barnhill and Alice P. Miller.

The question as to whether slow or rapid combustion is the most economical may forever remain in dispute as it is at the present time, but one thing is certain, and that is, that where the furnaces are large enough to allow the coal to be burned at a slow rate, there is very little smoke made; or in other words, if there is a plenty of boiler power, there will be but little smoke. As smoke is said to contain matter that should be burned in a furnace, a smoke chimney denotes a waste of coal, and from these facts we argue that a slow rate of combustion is economical and logical.