

pulp, the weight of the bales before sampling to be taken into account. The costs of the reference to follow the result, and the award to be final.

4. Force Majeure.—Deliveries may be suspended pending any contingencies beyond the control of the buyer or seller, such as : war, drought, flood, stoppage of navigation by ice at the port of shipment, excepting the Baltic ports (according to Lloyd's definition), strikes, lockouts, accidents or partial fires preventing or hindering the manufacture or delivery of the pulp during such reasonable time as may be required to make good the damage. In such case the buyer or seller may claim the same rate of delivery as previously agreed, commencing after the period assigned to this contract, provided such claim be made in writing within one month after notice of the accident or delay has been given, such notice to be given within seven days of the accident or commencement of the delay, but in the event of the works of either buyer or seller being totally destroyed by fire, this contract to be null and void.

5. Infringement of Contract.—Goods not taken delivery of during the currency of this contract, as herein specified, cannot be thereafter claimed but may be sold for buyer's account by the seller. On the other hand, failure of the seller to make delivery within the time contracted entitles the buyer to purchase against, and charge the seller with any loss thereby sustained. Each delivery to be considered a separate contract, and the failure of any delivery shall not vitiate the contract as to others.

6. Default or Bankruptcy.—If the buyer make default in any payment or become subject to the bankruptcy laws, seller may, at his option, cancel further deliveries.

7. Arbitration.—Any disputes on this contract (other than such as concern moisture or short weight provided for under clauses 2 and 3) shall be settled by arbitration in the usual manner, the arbitrators to have power to determine by whom the cost of the reference and award shall be borne, and this agreement may be made a rule of the High Court of Justice. If either party fail to appoint an arbitrator within 21 days after notice in writing requiring him so to do, the arbitrator appointed by the other party may act as sole arbitrator.

WILL THEY CIRCUMVENT US?

TO say that the United States pulp and paper makers and their employes who have been growing fat on the profits which they have made in converting Canadian pulp wood into the manufactured article are becoming alarmed, is a mild way of putting it. The action of PAPER AND PULP NEWS in advocating an export duty on pulp wood is fully justified by the admission that the United States manufacturers admit that in conjunction with friends of Government officials strong pressure is being brought to bear to circumvent the advocates of an export duty. What PAPER AND PULP NEWS would like to know is who are these Government officials who are being reached through their friends ; what is the nature of the pressure, and what members of the Cabinet, if any, are the subject of the pressure, and who are the Canadians that have been in secret conference with American pulp and paper men. The following extract from The Paper Trade Journal's Lockport, New York, correspondent will be read with interest :

"The large pulp and paper mill manufacturers of this state are viewing with alarm the threatening export duties which it is

said the Canadian Government will impose on pulp wood in their tariff bill. A general agitation is now in progress throughout the Dominion. Labor agitators, Boards of Trade and other organizations are petitioning the Government to impose a duty of \$2 to \$3 a cord on pulp wood taken out of Canada. This influence, combined with that of the pulp and paper manufacturers of Canada, it is expected will bring about the desired result. The American manufacturers who depend upon the Canadian forests for their pulp wood supply are making an effort to circumvent this movement, which discriminates against them. It is stated on good authority that strong pressure is being brought to bear through friends of Government officials to have no export duty imposed, or, if it is, that the duty be nominal, so as not to affect the exportation of pulp wood to any extent. It is certain that every effort will be made by Americans to defeat this measure.

"A well-known pulp manufacturer of Canada informed your correspondent that the effect of such a duty would be to save the American pulp and paper market. It will have a tendency to put the price of pulp up several dollars a ton, and paper would go up in sympathy with the movement. The only elements in Canada opposed to the imposition of an export duty are the forest owners, the employes and the Government itself, which owns large timber tracts and which sells them under tenders to lumbermen and pulp-mill owners. Many American mill owners maintain large lumber camps and saw mills in Canada, and employ hundreds of men during the winter. The export duty would destroy this industry. A number of secret meetings of the pulp and paper manufacturers of the state have been held lately, and some very prominent Canadians have been in attendance. The latest news from Ottawa is that the Government is wavering in regard to the export duty on pulp wood."

The British Paper Makers' Association has succeeded in satisfactorily settling a question which has for a long time been under discussion, viz., a new wood pulp contract note. The difficulty has been to get a mutual understanding between the British Wood Pulp Association and the Paper Makers' Association. The former association, however, has now agreed to the contract note as introduced by the Paper Makers' Association. The various points covered are (1) packing and weight, (2) definition of "air dry," (3) sampling and testing, (4) force majeure, (5) infringement of contract, (6) default or bankruptcy and (7) arbitration.

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