

WHAT CONSTITUTES A DEAL AND A BATTEN.

A case of much interest to lumber exporters was decided in London, Eng., recently. The proceedings were instituted by Messrs. Hine Brothers, of Maryport, as owners of the steamship *Greta Holme*, to recover the sum of £40 15s. 5d. from Messrs. (Ltd.), timber merchants, 79½ Gracechurch Street, E. C., for extra freight alleged to be due under a bill of lading dated October 30th, in respect of 65 standards of scantlings, strips and shorts wrongly shipped as deals on board the plaintiffs' steamship.

Mr. Batten, plaintiff's counsel, said that the defendants were shippers of a cargo of timber from Montreal by the plaintiff's vessel. The present proceedings were brought for damages for failing to load certain numbers of standards of deals as per contract which was admitted between the parties. The contract, which was made in Montreal, was in the form of a letter dated May 21st. The letter was a promise by the shipowners to let space for 400 stds. of deals, Montreal to the Surrey Commercial Docks, and the price was 40s. It also stipulated that the deck portion was not to exceed 20 per cent. of the under-deck cargo. An agreed statement of the facts had been filed, but there would be some additional evidence, probably. According to the agreed statement of facts, of the 400 stds. of deals the defendants had alleged that 65 stds. were not deals, but battens. They were little pieces measuring 2 in. thick and 6 in. wide. The first question was this: Under the contract giving leave to the shippers to ship deals, were they at liberty to ship anything which was not known in the trade as a deal? The second question was, If not, what were the damages they must pay to the shipowners. In that case the freight was agreed at £2, but persons who had shipped smaller pieces than were contemplated were made to pay 12s. 6d. per std. more. That action was brought to recover the difference in the freight on £2 and £2 12s. 6d. The reason was this: Small pieces of battens took up a great deal more room than the larger deals. Therefore one got a fewer amount of standards on which freight had to be paid in the same allotted space. There were witnesses who were conversant with the timber trade there in court to prove the reasonableness of their case. The bills of lading were signed by the master under protest and no doubt complaints were made. There were put on board 3,451 battens, measuring 21 stds., and which were 2 in. by 6 in., 4,584 measuring 23 stds., and which were 2 in. by 5 in.; 3,678 battens measuring 15 stds., 2 in. by 4 in.; 405 ends measuring one std. odd, 2 in. by 6 in.; 437 ends which were 2 in. by 5 in.; and 540 ends 2 in. by 4 in., about a standard each. The only questions between the parties were whether the plaintiffs were entitled to any, and if so, what amount of extra freight in respect of all or any of the pieces comprised in the 65 stds. beyond the freight already paid and the costs of the action. According to "Stevens on Stowage," a deal must be 7 in. broad. The law of Canada on the subject said: "The Quebec standard hundred of deals shall be 100 pcs. 12 ft. long, 11 in. broad, and 2½ in. thick. And deals of all other dimensions shall be computed according to the said standard; deals of all qualities shall not be less than 8 ft. long, 7 in. broad and 2½ in. thick; deal ends shall not be less

than 6 ft. long, and shall be computed according to the Quebec standard." According to Webster's Dictionary, a deal could not be so described unless it was 7 in. broad. So they would have to start with the presumption in favour of the shipowners in that case.

Mr. Murray Kennedy, a member of the firm of Kennedy, McLean & Co., of Montreal, was called. He said they were shipbrokers, and he had had many years' experience as a shipbroker and in the timber trade in Great Britain, as well as at Montreal. The measurements given by the Surrey Commercial Dock Company applicable to that case had been before him. They were based, as was the plaintiff's case, on what was commercially known in the timber trade as "battens." They were not "deals." He was present in Montreal when the timber in question was shipped. At that time he protested to the shippers that they were shipping battens instead of deals. Other timber of the same dimensions was shipped on the *Greta Holme* on the same voyage. Messrs. Sharples, timber merchants, shipped a lot. The same complaint arose in reference to them, but Messrs. Sharples had paid the extra 12s. 6d. which the defendants were now resisting their liability for. The smaller wood took more space on the ship, and that accounted for the increased charge for freight. It would cost more to discharge, and took longer to handle. To use a phrase well known in the timber trade, it "blew the ship out." In cross-examination he said it was not true to say that the term "deals" was used in the trade to cover both deals and battens. His definition of a batten was that for shipping purposes it would be 2 in. to 3 in. thick, 10 ft. or so long, and 3 in. to 6 in. wide. Battens were not known to be 4 in. by 9 in. wide. Such a thing was certainly not known in the Canadian trade. A piece of wood 3 in. thick and 4 in. wide was a batten, and so it would be if it were 5 in. wide. They were not generally shipped 4 in. thick and 5 in. wide, but if they were he would call it a scantling. In the whole course of his experience of the timber trade he had never known of an action being brought to recover extra freight for carrying pieces of timber because they were 2 in. by 4 in., and not deals. Where the measurement was 2 in. by 5 in. or 6 in.—where they were battens—then an extra claim had been made.

Mr. Kennedy was cross-examined and other evidence taken, but decision was given as before stated, for the defendants.

The Timber Trades Journal gives the following definition of a deal: "A deal, roughly speaking, is understood to mean a piece of sawn wood over 6 to 8 feet long (8 feet are sometimes called deal ends), 9 and under 11 inches wide and 3 inches thick. Two-and-a-half inches thick by 9 inches wide would be called a deal, but 2 inches by 9 inches some would insist upon calling a board. Should 3 x 8 inches be termed a batten or a deal? and if a deal, how should 2½ x 8 inches be designated? These are not questions of vital importance, and that there should be any difference of opinion arises from the fact that of late years wood has been manufactured abroad into intermediate sizes other than the old-fashioned dimensions of 3 x 11, 3 x 9, 3 x 8, etc., and there is now a sort of border-land of dimensions which the most experienced may well hesitate to classify. But the true definition of a deal, according to the Petersburg standard, which

forms the basis of all contracts made in this country, is 1½ x 11 inches wide and 12 feet long, or its equivalent in any dimensions. The distinction between deals and battens is regulated more by custom than anything else, and is quite apart from the cubical contents of the wood, the dividing line being drawn at 7 inches wide; all sawn wood above that width is reckoned as deals. The generally accepted definition of a batten is 2½ inches and 2 inches thick, and 27 width above 4 inches and not exceeding 7 inches, 3 x 3 and 3 x 2½ are usually termed scantlings, as well as 2 x 4, but the term batten would apply to them all. Taking into account the great diversity of sizes that now figure amongst the foreign imports, as well as from our American colonies, it will be safest to let the dividing line between deals and battens be drawn at 7 inches in width—if under 3 inches in thickness. This practically brings the 3 x 7 within the deal sizes, but it is the simplest way out of the difficulty."

PROFIT IN GROWING TIMBER.

General Andrews, the Fire Warden and Deputy Forest Commissioner of the State of Minnesota, read at the last annual meeting of the Minnesota Forestry Association a paper prepared for him by Dr. C. A. Schenck, the Superintendent of Mr. Vanderbilt's forests at Biltmore, on the "Utilization of Waste Lands for Forest Purposes." There are now in Minnesota five million acres of public lands, two million acres of which are practically unavailable for agriculture, but are readily available for forestry. Supposing this land to be now bare, and to be planted by hand, cared for and guarded for eighty years, its value at the end of that period would be, under ordinary circumstances, nearly double the total cost, including taxes and compound interest at two per cent. If the land should already be partly wooded, so that it could seed itself, the original outlay would be much less, and its prices of lumber should be higher in eighty years than they are now, which is altogether probable, the profit would be proportionately greater; while Dr. Schenck allows nothing for profits from the sale of brush-wood, the lease of hunting and fishing privileges, and other incidental sources of income, which might, in the aggregate, form a considerable sum. Besides the direct profits, there would naturally be indirect gains through the conservation of streams and springs, all of which should count, and which would go far to make up for the charge for interest. Meanwhile, employment and comfortable homes would be provided for a large number of persons in and about the forests, and the cost of fire-wood and lumber would be lessened for all the inhabitants of the State, and the Commonwealth would possess, when its forests came to permanent productiveness, one of the best and safest investments known.

"WANTED AND FOR SALE"

Persons having for sale or wishing to purchase a particular lot of lumber, a mill property, timber limits, second hand machinery, etc., in fact, anything pertaining to lumbering operations, will find a buyer or seller, as the case may be, by placing an advertisement in the "Wanted and For Sale Department" of the CANADA LUMBERMAN Weekly Edition. Testimonials to the value of this department by those who have given it a trial state that the results of advertisements were frequently better than anticipated. The cost is comparatively small. Mill owners might, with profit to themselves, make use of this method of advertising their stock to a still greater extent.