members of the Section. It has been sent to the Lumber Manufacturers' Association, and, if approved by that body, will very likely be adopted as official by the Board of Trade. Although not legally enforceable or binding upon parties except by consent, the new inspection rules would constitute a standard which could be appealed to in case of dispute, as something accepted by the trade as a whole.

The new rules are made up, we understand, from the best experience of American trade centres. We have room for only a few specimen paragraphs, relating both to pine and hardwood:

RULES FOR THE INSPECTION OF PINE LUMBER.

Clear Lumber shall be perfect in all respects and free from wane, rot, shake, or check, not less than 12 feet long, 8 inches wide, and 1 inch thick. A piece 12 inches wide will admit of imperfections to the extent of one standard knot or its equivalent in sap. In lumber over 12 inches wide the inspector must use his best judgment in accordance with the instructions above given.

Picks.—Pickings must not be less than 12 feet long, 8 inches wide, and 1 inch in thickness, well manufactured and free from wane, rot, shake, or check. A piece 8 inches wide will admit of one standard knot or imperfections in sap to the same extent; a piece 12 inches wide will admit of 2 standard knots or imperfections in sap to the same extent. For lumber wider than 12 inches, of this grade. inspectors will carry out the instructions as given regarding wide clear lumber.

Fine Dressing.—This grade of lumber shall be generally of a sound character, and shall be free from wane, rot, shake, or check, not less than 10 feet long, 7 inches wide, and 1 inch in thickness. A piece 7 inches wide will admit of one or more knots which can be covered with a 10c. piece if they are sound. A piece wider than 7 inches will admit of one or more knots of the same size according to the judgment of the inspector in regard to the width.

Common Dressing shall not be less than 10 feet long, 7 inches wide, and 1 inch in thickness, and shall be free from wane, rot, shake, or check, and shall be generally of a sound character, and will admit of standard knots that will not unfit it for dressing purposes.

Common shall be free from rot and unsound knots, and well manufactured, not less than 10 feet long, 7 inches wide, and 1 inch in thickness.

No. 1 Culls.—This grade shall consist of lnmber above the grade of No. 2 Culls, and shall admit of coarse knots and stains, and be free from rot; it shall also admit of pieces imperfectly manufactured, below 1 inch in thickness, and perfectly sound, and not rendered worthless through improper manufacture.

No. 2 Culls shall be lumber that will work one half sound.

HARDWOOD INSPECTION.

The inspector must not favor either the buyer or seller, but take lumber as he finds it, and pass upon each piece the grade to which it belongs. Inspectors should examine all lumber on the poorest side, except flooring. All lumber must be measured in even lengths, excepting stock that is cut to order, for special purposes, when it shall be measurad for the full contents. Bark or waney pieces shall be measured inside the bark or wane. All tapering pieces will be measured one-third the length of the piece from the small end.

All badly cut lumber shall be classed as Cull, or placed one grade below what it would be if properly manufactured. All lumber shall be sawed thick enough to meet the required thickness when seasoned. Lumber sawed for newels, columns, balusters, axles, or other specific purposes, must be inspected with a view of the intended use of the piece, and the adaptability for that purpose, as in most of cases it cannot be utilized for other purposes. Heart pieces are excluded from all grades above Cull. Worm holes are considered one of the most serious defects. Gum spots in cherry is a defect, and if excessive, will lower the piece one or two grades. Warped, twisted, stained, and stick-rotten lumber shall be classed as Cull or Mill Cut and refuse.

The standard lengths of whitewood to be 12, 14, and 16 feet, admitting 10 per cent. of 10 feet lengths; walnut and cherry, 10, 12, 14, and 16 feet lengths, admitting 10 per cent. of 8 feet; 8 feet, to be admitted as No. 1, must be 12 inches wide and upwards; to grade as No. 2, 8 inches wide and upwards.

A standard knot must not exceed *1 and 1-4 inches diameter, and must be sound.* Log Run shall be the unpicked run of the log, Mill Cut out. Lumber sold on grade, and without special contract, will be measured according to these rules. The inspector will be required to keep a correct copy of all measurements, and give duplicate of same to both buyer and seller if required.

In all grades mentioned as combined in No. 1 and 2 all pieces less than 8 inches shall be considered as seconds.

THE STRAW GOODS TARIFF.

A subject which causes much disturbance among importers of millinery goods, and which has created very strong feeling in the minds of a number of merchants, is the mode of application of the altered tariff on straw goods. It appears that on the 28th of March last it was intimated by the authorities at Ottawa that the duty on such merchandise was to be 25 per cent., on which basis houses bought such goods abroad and sold them. On the 23rd April the tariff was amended so as to impose a duty of 30 per cent. on these goods, and to make this rate of impost retroactive. In view of such a step as this, which surely is indefensible from any point of view, it is not surprising that merchants everywhere directly affected are clamoring against the injustice of the rule. To compel a man to pay thirty dollars where, when he bought his goods, the tariff said he had only twenty-five to pay, is to put one's hand in his pocket and rob him of five dollars. Yet this, we understand, is what the officials at Ottawa insist upon doing. A meeting of the Dry Goods Section of the Board of Trade is called for the 13th inst., for the appointment of delegates to accompany an influential deputation from Montreal to the capital.

We have already taken occasion to protest against repeated tariff revisions which seemed to us needless. Commercial interests suffer from the hasty and injudicious revisions so frequently made in the tariff. But there is still less reason or excuse for a measure of this nature, so far as we can see. No changes should be retroactive in their character, but only become operative from the date on which the bill is passed or some near by subsequent date. In the United States no revision of the tariff becomes operative, we are told, until the date of passing of a bill by the House, and a change is not retroactive in its operation. The intention of changes is generally designated and made known three or four months prior to their being made. Hence there is less disturbance to commercial interests in such matters by the authorities in the United States than in Canada.

AN INSURANCE DECISION.

The Supreme Court of the United States, the tribunal of last appeal in that country, has given a most important decision in reference to the validity of the clause in fire policies respecting submitting to competent persons the differences between the assured and the insurer as to loss or damage claimed, and the making of compliance to that clause a condition precedent to action.

The case referred to was that of Robert Hamilton, of Kentucky, v. the Liverpool & London & Globe Insurance Company, arising out of a smoke damage claimed by the assured to a stock of tobacco in April, 1886. The loss by fire was trifling, not exceeding a few hundred dollars, but the claimant demanded a total loss of $50,000 on stock by reason of exposure to smoke.

The decision of the Circuit Court was in favor of the company—holding that the clause was valid, and that the assured had refused a submission to appraisement in terms of the conditions of his policy.

The plaintiff appealed, and denied that he had refused a submission according to the terms of the policy to competent and impartial persons. He further denied the statement that he did not permit an appraisement to be made as provided by the policy, but that on the contrary he himself demanded such an appraisement, and defendant company refused so to submit the same.

The evidence relating to these issues consisted of the policy and the correspondence that took place between the parties. It appeared that the company named its appraisers, requesting the submission of the difference as to loss or damage without any conditions limiting or defining the duties of the appraisers; and the assured, on the other hand, insisting that the only arbitration he would consent to was one which stipulated that evidence founded upon a sale of the tobacco at auction should be considered by the arbitrators, together with other competent legal testimony. The assured in spite of the protest of the company sold the tobacco at public auction—advertised as "tobacco exposed at the fire." The bill of exceptions and the assignment of error presented the following questions to the Supreme Court:

1st. Did the Circuit Court err in holding that the terms and conditions of the policy relative to an appraisement are valid, and compliance therewith was a condition precedent to his recovery in this action?

2nd. Did the Court err in its construction of the correspondence between the parties, in charging the jury that it appeared therefrom that the defendant company requested