

LEGAL DECISIONS OF INTEREST TO LUMBERMEN.

COCKBURN & SONS V. IMPERIAL LUMBER CO.—Judgment in action to enforce an award, tried at Barrie. The arbitrator assessed damages to plaintiff by reason of the detention of their logs on Deer creek during the driving season of 1896 by the act and neglect of the defendants. He allowed for general detention of logs \$1,276, and for illegal detention under the lien asserted by defendants \$100. The learned judge finds as a fact that the general detention and detention under the alleged lien were both during the months of April and May, and that what was done on the 1st June under the warrant referred to in the evidence was but a continuation of the assertion of the right of lien which defendants made. And that being so, it was referred to the arbitrator to determine a claim, dispute or difference arising under secs. 3 and 17 of R.S.O., 1887, ch. 121, and such claim was that defendants had not complied with the provision of the Act in not obstructing the floating and navigation unreasonably, and was also for damages under secs. 13 and 17 of the Act for wrongfully asserting a right of lien upon the logs. And what the arbitrator did was clearly within the scope of the reference, as provided for by the statute and as contained in the notices. Judgment for plaintiff for amount mentioned in award, and costs of the arbitration and award to be taxed, with interest and costs of the action.

REINSBOROUGH VS. GILL & SWEENEY.—This case was recently argued at Newcastle, N. B. It was an action brought by Charles Reinsborough, of Hardwicke, to recover from Thomas Gill and William Sweeney, of Banaby River, the sum of \$182 for driving logs on the Bay du Vin river in the spring of 1896, and \$17 for balance due on a settlement. Messrs. Tweedie & Mitchell conducted the case for the plaintiff and Thos. W. Butler for the defendants. In the spring of 1896 Messrs. Gill & Sweeney had about two million logs in the small streams at the head of Bay du Vin river, while the plaintiff, Mr. Reinsborough, had about the same quantity in the main river. Both commenced driving about the same time, but never came in sight of each other owing to the fact that Mr. Reinsborough's drive was so much nearer the boom and in the main river. The drive of Gill & Sweeney stuck on the 10th of May about 20 miles above the boom. Reinsborough, about the same time, reached the boom with a portion of his drive, the remainder having stranded mostly within three miles of the tide way. When the logs were rafted it was found that 200,000 of Gill & Sweeney's logs had come in with Reinsborough's drive, and Reinsborough brought this action to recover 70 cts. per thousand for driving them. The defendants pleaded that they did not owe the bill, and also filed a counter claim for work done in 1897 by them for plaintiff in a similar way. The plaintiff's evidence disclosed the fact that the settlement for the \$17 was not a claim against Gill & Sweeney, but against Gill and one Dalton, which effectually disposed of that item. It appeared by the evidence of the plaintiff that the logs claimed for did not start with their drive, but having run ahead of the main drive of Gill & Sweeney, began to overtake the plaintiff's drive in small quantities. This was some miles down on the main river, and they continued to drop in from time to time till they were in the pond some three miles above the boom, and a quantity overtook them in the pond. No timber driver was called, no notice served to Gill & Sweeney that the logs were running in, and no attempt made by plaintiff to stack in any logs but his own, but he left the defendant's logs strewn on the river bank and pond, evading them wherever they could be prevented from coming in. Mr. Butler, at the close of the plaintiff's case, moved for a non-suit on the grounds that the claim for balance due on settlement was not against the defendant Sweeney, and could not be considered in a suit in which he was defendant; that the logs, if driven at all by Reinsborough, were driven without the knowledge or consent of Gill & Sweeney, and consequently they were not liable to pay for the work; that the alleged promise to pay, if ever made, was made upon a past consideration and could not support an action. The judge reserved the points and Mr. Butler proceeded with the defence. He went into evidence to show an absolute want of knowledge on the part of the defendants that the work was being done, denied the subsequent promise, and went on to prove that the logs came in without any assistance from plaintiff and also to prove services done by defendants for plaintiff in 1897. When the evidence was all in Mr. Butler renewed his application for a non-suit. The judge inti-

mated that he considered the application well made, and asked the parties if they would agree on the value of the work so the case need not come down again for trial if the non-suit was set aside on appeal. Mr. Butler declined to agree to any value for the work, claiming that the logs appeared, from the evidence, to have come in without any assistance from the plaintiff. The judge left three questions to the jury, which were in substance: 1st. Was the work done by the plaintiff for the defendant in 1897 done without defendant's knowledge? Jury answered, "Yes." 2nd. Were the actions of Gill & Sweeney meant to treat the work as done to their express order? Answer, "No." 3rd. What was the value of the work done by plaintiff for defendants in 1896, if any? Answer, "Nothing." Verdict for defendants was entered up and Mr. Tweedie moved for and obtained a stay of postea for 20 days.

BRITISH COLUMBIA LETTER.

(Correspondence of the CANADA LUMBERMAN.)

THE lumber manufacturers of this province are determined to leave no stone unturned to secure some relief from the present unfair position in which they are placed by the Dingley bill. They have started to work in a vigorous manner, and are making their influence felt in every possible direction. They realize that the time to act is at hand, and that united effort is necessary before much can be accomplished. The interest in the question is not confined to lumbermen, as witness the following resolution adopted at a mass meeting held at Vancouver on February 2nd: "Resolved, that so long as Canadian lumber going into the United States is taxed, an equal tax should be levied on lumber coming from the States into Canada." Such a resolution adds strength to the contentions of those directly engaged in the trade. As a resolution was passed by Ontario lumbermen some time ago favoring an import duty on lumber, it has been decided to ask them to co-operate with the lumbermen of the Pacific coast. When the situation is thoroughly understood, there does not appear to be one just reason why the protection asked should not be granted. The lumbermen feel that, when there are prospects of better trade conditions, the advantages therefrom should not be handed over to United States manufacturers. The price of logs is steadily advancing, and with manufacturers compelled to pay more for their raw material, the margin of profit becomes still further reduced. Many loggers have gone out of the business and left for the gold fields to seek more remunerative employment. With the shutting out of the low grade stock now shipped into British Columbia by Washington mills, lumbermen would get better prices for their lumber and could afford to pay more for their logs.

A large sum of money will be spent this year on improvements to the various mills owned by the British Columbia Mills, Timber and Trading Company. At the Westminster mills \$20,000 will be expended in putting in new boilers, erecting a new machine shop and for an additional sash and door factory. At Vancouver a new dry kiln will be built at the False Creek mill, four new boilers put in, and a new engine and a big six ton planer added to the plant, besides other machinery for the sash and door factory. The factory building will also be enlarged, all involving an expenditure of \$25,000. At the Hastings mill at Vancouver a shed to hold 1,500,000 feet of dry lumber and a new dry kiln will be erected, and the wharves extended very largely. New planers and other machinery will be put in, involving an outlay of \$15,000 to \$20,000.

Extensive improvements are also nearing completion at the Royal City Mills, New Westminster. Three new boilers have been added, two of which will be used for driving the machinery in the factory. The yards are being provided with plank alleyways, which will greatly facilitate the handling of lumber to be stored in the yards.

COAST CHIPS.

J. McKee's saw mill at Ducks has been removed to Salmon Arm.

The Victoria Yukon Trading Co., Limited, of Victoria, has been incorporated. The company purpose engaging in lumbering, mining, etc., and is capitalized at \$100,000.

The Cowichan Lumber Co., composed of the Boyds of Robeaygeon, Ont., purpose building a logging railway on Vancouver Island. Their mill will shortly commence sawing.

The British Columbia Mills, Timber and Trading Co., of

Vancouver, is trying the experiment of using very thin fifty-two inch circular resaws. It is said to have proven quite successful, and to have effected a large saving in lumber.

NEW WESTMINSTER, Feb. 10, 1898.

SUBSTITUTES FOR WHITE PINE.

THE natural substitutes for wood are iron and stone, and undoubtedly we would be better off to use these for permanent structures. But fancy our shoes and groceries, etc., shipped in iron crates; the cost of transportation would prevent their use. There are places where substitutes for wood would, to say the least, decrease our comfort and mobility of modern life. The ease of shaping and handling wood is its essential advantage, and if it combines, as does white pine, softness with strength and light weight, in addition to other qualities that make it acceptable, it will be difficult to find a substitute.

In the Eastern United States we have among woods such substitutes in large quantities only in cypress and spruce. Of these the cypress, the supplies of which are not to last much longer than the white pine, is really too good to substitute for pine, having its special adaptations. Spruce, though larger quantities are to be had, has, nevertheless, a more hopeful future, since the pulp industry is developing to incredible dimensions.

To ship timber from the west, where undoubtedly large quantities of serviceable material exist that could replace white pine, is expensive, and only choice grades will stand the cost of transporting it 2,000 to 3,000 miles over the continent.

The South contains no pine to substitute for white pine in those places where its peculiar qualities are called into requisition. Hard pine will necessarily have to be substituted in many cases at a cost of millions in cash for increased charges in work and transportation, and many more in comfort.

But what is it that has made white pine such a unique material? It could be had in every market in enormous quantities in all ordinary sizes and forms! A carload of dry white pine or a white pine shoe box weighs only half what the same quantity of lumber or box of longleaf pine would weigh. Half the effort will saw, plane, shape or nail it; a lath, a piece of flooring shrinks but half as much, and does not "work" afterwards. The foundryman's model of white pine is shaped with ease, and when shaped retains form and size as does the wood of no other pine. For "blind" wood in costly doors and for similar parts in cabinet work, for ordinary doors, for sash and blinds, for house finishing, for the box trade, for shingles and lath, in straight-stave cooperage, for ship's deck and spar, it has no peer; in short, it is in demand for everything where a wood is wanted that is light, soft, easy to work and to season, that shrinks and checks little, does not work, is not eaten by insects, gives no odor or taste, glues well and takes paint, oil and stain. Substitution of other material, it is safe to conclude, will be but a temporary matter, and before the twentieth century closes the white pine of new and permanent forests will be found its only desirable substitute. The Forester.

A REMARKABLE SHOWING.

THE Magnolia Metal Company during the last three or four months has received through the mails nearly 3,000 testimonials of Magnolia Metal, or, to be exact, they received 2,527 distinct testimonials.

These testimonials were received from every part of the United States and Canada, and were sent in by railway companies, steamship companies, rolling mills, iron and steel manufacturers of every kind and description, machinists, paper mills, cotton mills, woolen mills, wood-working establishments of all kinds, and practically every class of mechanical industry that can be mentioned.

These testimonials came to them in response to a circular letter sent out to all the mills and manufacturers of the United States and Canada accompanied by a 15 inch rule sent with their compliments, and simply asking if they were users of Magnolia Metal, and, if so, what was their experience.

A very small percentage of firms so addressed ever make response, and taking the number of replies actually received, giving testimony as to the superiority of Magnolia Metal, it has been estimated that at least 100,000 concerns in the United States and Canada are to-day using Magnolia Metal.

The above statement is a very remarkable one and shows the wonderful success that the Magnolia Metal Company has had during the past 10 or 12 years in introducing their metal among the mills manufacturers, rollers and dealers of the United States and Canada, and their trade is equally as large in foreign countries. This shows what can be accomplished by having a good article well exploited and thoroughly advertised.