

than those already noticed.

In the course of the argument the claim of the Dominion to the ceded territory was rested upon the provisions of section 91 (24), which in express terms confer upon the Parliament of Canada power to make laws for "Indians and land reserved for the Indians." It was argued that the exclusive power of legislation and administration carried with it, by necessary implication, and patrimonial interest which the Crown might have had in the reserved lands. In reply to that reasoning counsel for Ontario referred us to a series of provincial statutes, prior to the Act of 1867, for the purpose of showing that the expression "Indian reserves" was used in legislative language to designate certain lands in which the Indians had, after the royal proclamation of 1763, acquired a special interest by treaty or otherwise, and did not appeal to land occupied by them in virtue of the proclamation. The answer might have deserved consideration if that expression had been adopted by the British Parliament in 1867, but it does not occur in section 91 (24); and the words actually used are, according to their natural meaning, sufficient to include all lands reserved upon any terms or conditions for Indian occupation. It appears to be the plain policy of the Act that, in order to ensure uniformity of administration, all such lands and Indian affairs generally shall be under the legislative control of one central authority. Their Lordships are, however, unable to assent to the argument for the Dominion, founded on section 92 (24). There can be no *a priori* probability that the British Legislature, in a branch of the statute which professes to deal only with the distribution of legislative power, intended to deprive the provinces of rights which are expressly given them in that branch of the Act which relates to the distribution of the revenues and assets. The fact that the power of legislating for Indians and for lands which are reserved for their use has been entrusted to the Parliament of the Dominion, is not in the least degree inconsistent with the right of the provinces, to a beneficial interest in these lands, available to them as a source of revenue whenever the estate of the Crown is disencumbered of the Indian title. By the treaty of 1873 the Indian inhabitants ceded and released the territory in dispute (in order that it might be opened up for settlement, immigration, and such other purposes as to Her Majesty might seem fit) to the Government of the Dominion of Canada, for the Queen, and her successors forever. It was argued that a cession in these terms was, in effect, a conveyance to the Dominion Government of the whole rights of the Indians, with consent of the Crown. That is not the natural import of the language of the treaty, which purports to be from beginning to end a transaction between the Indians and the Crown, and the surrender is in substance, made to the Crown. Even if its language had been more favorable to the argument of the Dominion upon this point, it is abundantly clear that the commissioners who represented her Majesty, while they had full authority to accept a surrender to the Crown, had neither authority nor power to take away from Ontario the interest which had been assigned to that province by the Imperial Statute of 1867.

These considerations appear to their Lordships to be sufficient for the disposal of their appeal. The treaty leaves the Indians no right whatever to the timber growing upon the lands they gave up, which is now vested in the Crown: all revenues derivable from the sale of such proportions of it as are suitable within the boundaries of Ontario being the property of the province. The fact that it still possesses exclusive power to regulate the Indians' privilege of hunting and fishing cannot confer upon the Dominion power to dispose, by issuing permits or otherwise, of that beneficial interest in the timber which has now passed to Ontario.

Since that benefit of the surrender accrued to her, Ontario must of course relieve the Crown and the Dominion of all obligations, involving the payment of money, which were undertaken by her Majesty and which are said to have been fulfilled in part by the Dominion Government. There may be other questions belund with respect to the right to determine to what extent and at what periods the disputed territory over which the Indians still exercise their avocation of hunting and fishing is to be taken up for settlement or other purposes. But none of these questions are raised for decision in the present suit.

Their Lordships will therefore humbly advise her Majesty that the judgment of the Supreme Court of Canada ought to be affirmed, and the appeal dismissed. It appears to them that there ought to be no costs of this appeal.

#### Power for Saw Mills.

The *Manufacturer and Builder* has been comparing land and circular mills as a means of saving logs. Regarding the power necessary for these different types of mills, it says:

It is unfortunate that, owing to the question of power being so little considered in America, and to the fact that the application of the hand saw for logs is comparatively new, no au-

thentic tests as to the power required by the latter machine have as yet been made with the indicator; but by comparing the engines usually employed to drive both the band and circular mills, an approximate idea on this point may be arrived at. To drive a circular mill with a six-foot saw, an engine with a cylinder 18 inches in diameter, a piston travel of 500 feet per minute, and an average pressure on the piston of 40 pounds to the square inch, is generally employed. Such an engine develops 154 indicated horse-power. To drive a full sized band mill, a cylinder 12 inches in diameter, working under similar conditions as to piston, speed and average pressure is recommended. This would develop about 68 indicated horse-power, or considerably less than one-half that required to drive a circular mill.

#### A Good Tally Book.

One of the greatest conveniences that a hardwood lumber manufacturer or dealer can possess is a practical and convenient tally book, such a one is advertised in this issue by A. A. Brown of Cincinnati, Ohio, U.S.A. It is specially designed for tallying hardwood lumber, is bound in calf, heavy board covers, and has a long joint in back so that the covers may be turned backs together without breaking the binding. This feature cannot but be appreciated by lumbermen. It contains 100 pages, each page being a complete record of a transaction upon which may be recorded the car, its number, date of transaction, from whom purchased, route shipped, tally of each board or piece, total tallies, name of inspector, &c. It also contains a synopsis of Doyle and Scribner's log rule, and a ready calculating table so that the sum of the tallies may be instantly calculated. No lumberman can afford to do without these books. Read what R. M. Williams, a public lumber inspector has to say:

NASHVILLE, TENN. Dec. 4, 1888.

A. A. Brown, Esq.

DEAR SIR.—Your sample Tally Book came to hand this morning. I like the book very much. You will find enclosed my check for \$4.50 in payment of one dozen.

Yours truly,

R. M. WILLIAMS.

Also what a few hardwood manufacturers think about it.

CINCINNATI, O., Nov. 26, 1888.

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DEAR SIR.—We have been using your Tally Book for the past eight months, and our inspectors report them very satisfactory. When we are in need of some more will send you the order.

Yours truly,

LEWIS, WIBORG & HANNA.

CINCINNATI, O., Nov. 30, 1888.

A. A. Brown, Esq.

DEAR SIR.—We have for some time used your Tally Book, and like it very.

Yours truly,

JOHN STREIGHT.

CINCINNATI, Dec. 3, 1888.

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DEAR SIR.—In reference to the Tally Book you make we are glad to say that it meets our approval in every respect as convenient in size, of best paper and binding, and the arrangement could not be improved in any respect that we can see. We wish you would send us a dozen as soon as convenient. We are anticipating our needs, having a few on hand now, but we suppose your orders keep you pretty well cleaned up. Therefore we will get them in about the time we will need them.

Yours truly,

CHAS. C. BOYD & CO.

#### Wood-working by Machinery.

The question often arises why is it that there are not more competent men in charge of the machinery in many of the wood-working establishments throughout the country, says *The Timberman*. Manufacturers of this class of machines assert that one of the principal difficulties which they have to contend with in rendering their machines satisfactory to their customers, arises from the ignorance and incompetency of the men who have the charge of running them and keeping them in order, and where complaints have been made, in the majority of cases the fault is traceable to the carelessness or incompetency of the foreman in charge. This arises partly from the fact that heretofore, and to a certain extent now, the care and management of wood-working machinery, especially that of the planing mill, is not looked upon as a regular trade or profession, and one that requires a regular apprenticeship to qualify and fit one for that position.

Any man about the mill after a few days practice, by some mill owners, is considered qualified to "run the machine." It is true that a very few days practice with a man of ordinary intelligence may be sufficient for him to learn to start and stop a machine and change it from one to one and a-quarter inch stuff and perhaps sharpen the cutters after a fashion, when he finds they will not cut; but to take charge of a planing mill and run it successfully and properly requires something more than this. The proprietor of a machine shop or foundry would never think of employing a man to run a lathe or take any other responsible position in the shop unless he had learned his trade in the regular way as an apprentice, yet to operate wood-working machinery successfully and profitably

requires as much mechanical skill and experience for one as the other.

Wood-working is a trade that can not be learned in a few days or a few weeks. A young man who is about to adopt some regular business in life, if he prefers wood-working by machinery, should enter some good factory of this kind, where all kinds of machinery is used, as an apprentice, and work under the instruction of some good practical mechanic until he has not only made himself perfectly familiar with the working of all the different machines, but should also understand their care and management. He should also study all the different classes of wood-work that are required of them, and their adaptability for them so as to know that when such work is got out it is done in a neat and workmanlike manner. When he has thus qualified himself, whether it takes two or four years, he will then be competent to take charge of a mill and successfully direct the work of those under his charge, and command that respect from his men which a competent foreman is entitled to.

But the great trouble has been as we said before, that wood-working by machinery has not been looked upon as a trade by mill owners, and the majority of young men who have engaged in that business seem to look upon it in the same manner and have taken it up only as a temporary employment and, like Mr. Micawber, are waiting for something else to turn up. Another reason is that there are many mill owners who undertake to run their mills too cheaply and are not willing to pay a sufficient salary to make it an inducement for a competent man to offer his services. They seem to lose sight of one important fact that the cheapest is not always the best, for while a competent man who thoroughly understands his business will keep everything in good working order by doing the small repairs himself, an incompetent one will either let his machines run down so that in a short time they will need extensive repairs, or he will run to the machine shop for every small matter which he should attend to himself, and in either case the extra bill for repairs at the end of the year will more than make up the difference in salary, to say nothing of the time lost by machines standing idle while these repairs are being made.

If mill owners would adopt the plan of engaging no one to take charge of their machinery who has not had sufficient experience whether as an apprentice or otherwise to render them competent for that position, and to thoroughly understand the working of all kinds of wood-working machinery, they would find it more profitable for them in the end, and they would also find that a competent man at a reasonable salary would be the most economical for them in the long run.

#### Lumber Insurance.

Owing to the peculiar hazard inseparable from their business, lumbermen, are, to a great extent, deprived of the protection afforded by fire insurance. A movement is on foot in the North-west that promises to relieve the situation in this respect. The *Mississippi Valley Lumberman* says:

"The hopeful feature of the recent inaugurated movement for the organization of a mutual insurance company upon the plan of the New England factory mutuals, to carry saw mill lumber risks, is that it had its origin among the mill men themselves. The Middle Mississippi lumbermen have taken hold of the matter because they have gradually awakened to an appreciation of the fact that whatever improvement may be made in their risks they themselves must make, and that whatever saving may be accomplished in the cost of their insurance must be due to their own efforts. The movement is a spontaneous one, and there was great unanimity of opinion among the gentlemen in attendance at the meeting at Winona upon the importance and the entire practicability of what they have undertaken to accomplish. The New England factory mutuals had their origin in much the same way. No outside influences were brought to bear. The factory men undertook the task and made their organizations mutual in fact as well as in name. The Mississippi Logging Company, fortunately, affords an excellent nucleus about which the new organization may gather. Co-operation has done a great deal for the gentlemen comprising that organization—and they appreciate the fact fully. The same spirit, if it shall pervade the new insurance company, may accomplish a great deal in not only better insurance rates, but better insurance risks. Nor need it interfere with the existing mutual insurance companies, which are doing an important work. The interest which is likely to attach to the advent of the new company, as well as its plan of operation, and the improvement in the nature of the risks which it is to command, is calculated to widen the field of usefulness of all the mutual fire companies now doing business in the West."

The fine sawmill of L. L. Hotchkiss & Co., at West Bay City, Mich., which had just closed its season's operations, was burned Dec. 6th; loss, \$60,000; insurance \$50,000.