

## Forestry in the North-west.

No question gathers around it much greater interest to the people of Manitoba and the North-west than that of forestry. The preservation from unnecessary destruction of what timber we have, and the reproduction of sufficient to take the place of what is cut every winter is a subject for earnest consideration by all. At a recent meeting of the American Forestry Congress, Prof. Sargent, of Harvard, read a paper in which he touched upon the matter. Referring to it, he pointed out that the question of tree planting must arise in the North-west, and the sooner it is grappled with the better for the welfare of the future millions who are expecting to people the vast prairies west of Winnipeg. In the matter of fuel alone, its importance may be estimated from the fact that there are extensive tracts of western territory where the farmers journey from ten to twenty miles by wagon or sleigh in order to obtain fuel, or where they have to rely solely on the wood train which at intervals supply them; and such farmers are often exposed to positive suffering when extensive snow blockade take place. The prairie farmer indeed soon knows the value of a belt of trees upon his farm, not merely as a source of fuel and fencing, but even more as a windbrake warding off the fierce blizzards in winter, and in summer sheltering his growing crops, fruit trees and stock from the strong prairie winds which, developing into storms, cause almost every season vast injury.

It is not at all improbable that the planting of forests on the prairies in Manitoba, Dakota and Iowa, will be the solution of that most embarrassing problem—the grasshoppers—by affording obstruction to the high winds which bring these insects from their habitats farther west, and by furnishing suitable homes for myriads of birds which would keep the increase of the grasshoppers in check.

The planting of forests will also probably solve the question of the successful growth of fruits in Manitoba and the North-west. Fruit trees need protection alike from storms and from parching winds, and especially in our western prairie country is this necessary. It has been laid down as almost an axiom in the western States, that the forest trees must precede the fruit trees in order to afford such protection.

In Minnesota an earnest effort has been made to encourage the planting of trees. A State Forestry Association has been organized, and annually offers premiums for the largest number of trees planted on a day in May denominated Arbor Day. It is estimated that in the spring of 1877 there were 5,290,000 trees planted in Minnesota, and of these over half a million were put out on Arbor Day. During the entire planting season of that year it is believed that about ten millions of trees were planted, and of these, that about 70 per cent have lived.

The question of tree planting is one which should be actively taken up at once in our North-west. The Government of Manitoba could not grapple with a more pressing subject for legislation, unless it be drainage. The greatest drawbacks against which the North-

west has to contend, from an agricultural point of view, are wet lands, scarcity of timber and liability to high winds, and, in some localities, to summer frosts. Dakota and Minnesota have equally these drawbacks? The Manitoba Legislature has taken up the question of drainage, and active efforts are now being made in some parts of the country to reclaim the wet lands. To cope with storms and frosts seems hopeless, and yet experience has found the great value of belts of trees around each farm as affording effective shields against these. What the government there should do is to promote Forestry Associations, and to in every way encourage tree planting by exemption from taxation or by direct premiums or bonuses. Any such encouragement successfully followed up will be returned one hundred fold in the larger and more certain crops, the store of wood for lumber and fuel created by the growing timber, the relief from the monotony of the prairie landscape through the belts of trees dotting the scene on every side, and not least, in a more contented and prosperous community of farmers.

## The Era of Big Mills.

Certainly one of the most remarkable facts concerning the milling industry in this country during the last five or six years is the number of large flour mills that have been constructed and put in operation. It is not so very long ago that a run of burrs was expected to make from fifty to a hundred barrels of alleged flour per day, and yet in those days we never heard of mills of mammoth capacity. It seems that the more complicated our milling and machinery becomes, and the smaller the capacity of the mill, compared with its area of floor space, the larger the mills become. A list of the mills of a thousand barrels daily capacity and upwards, that have been erected in the United States during the last five years, or refitted with increased capacity, would include more names than the uninitiated would suppose. In fact, the present time may well be called the Era of Big Mills. As a sample, we may take the proposed new mill of Kehor Bros. at East St. Louis, which, when completed, will have a capacity of over 5,000 barrels daily, rivaling in size the great Pillsbury "A" at Minneapolis. But the greatest mill building enterprise that has yet been chronicled comes to us from California, where Starr & Co. at South Vallejo are building a mill with a contemplated capacity of 6,000 barrels per day. This caps the climax of big mills in the United States. We cannot help reflecting that the building of so many mammoth mills in this country plainly points to an era of exportation of flour such as has never been witnessed. In fact, the vast improvement in milling processes and machinery, and the amount of capital which has been invested in flour mills, have changed the phase of our milling interest, and made it a national instead of a local industry.—*American Miller.*

## English Law Partnership.

From a lecture recently delivered on the subject of partnership in Halifax, England, by a gentleman well versed on the question, we quote the following: He said that at common

law, partnership was a contract between two or more persons, by which they agree to employ their capital, labor and skill in trade or business with a view to a community of profit and loss between them, and participation in profit, though not in all cases conclusive of the existence of partnership, might be taken as the chief test by which such a contract was recognized. Participation in loss was not the criterion, for one partner might agree with others to be free from loss, and such stipulation would hold good as between himself and others; but it would not affect his liability to strangers. Profit was the excess of gross returns over outlay, and partnership, therefore, was not the same as joint ownership, nor was it partnership where there was a sharing of gross returns. At common law there was no limit as to the number of parties, but the Companies Act, 1862, provided that, with the exception of companies and partnerships formed under Act of Parliament or letters patent, or engaged in working mines within the jurisdiction of the Stannaries, every banking company consisting of more than ten persons, and every other company or partnership consisting of more than twenty persons, established since November 1, 1862, must be registered under it. When persons had entered into partnership and had completed the contract they were collectively called a firm, and must trade under whatever firm name they adopted. The only restriction on the choice of a name was that it must not be one, or closely like one, already appropriated by some firm or company carrying on a like business. Every act done by a partner in the course of the business of the firm, in the name and on behalf of the firm, was binding on all the partners. This resulted from the relation of the parties, each partner being not only a principal, but also an agent, and his co-partners in carrying on the trade. It was possible for a man, without entering into any contract, to impose on himself the liabilities of a partner with regard to third persons by lending his name and credit to the firm, and, as the phrase went, "holding himself out" to the world as a partner therein. In this way, one who had retired from a firm might be liable for debts of the firm contracted after his retirement, if he had omitted to give sufficient notice to the creditors of his retirement. To constitute this "holding out," however, there must be a real leading of the person's credit to the firm, and the doctrine of "holding out" did not extend to bind the estate of a deceased partner, where after his death the business was carried on in the old name. An ordinary partner did not by his retirement cease to be liable for debts contracted whilst he was a member. The only way in which a retiring partner could be discharged from liability from previous debt was an agreement to that effect between the creditors and the members of the new firm, and an incoming partner was not liable for debts contracted before he joined the firm, unless he entered into such an agreement. Each partner had authority to do all acts that fell within the ordinary scope of the business of the firm, and any act so done would bind his copartners in the same manner as if he had been their agent appointed for the purpose. What acts were necessary to the transaction of the