

**INDUSTRIAL RECORD**

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Commended to lumber people by special resolution adopted by the Georgia Sawmill Association.

**THE RECORD'S OFFICES.**

The publishing plant and the main offices of the Industrial Record Company are located at the intersection of Bay and Newman Streets, Jacksonville, Fla., in the very heart of the great turpentine and yellow pine industries.

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Industrial Record Publishing Co.

**CONSERVATION OF THE TURPENTINE TINE INDUSTRY.**

In today's issue of the Reporter is made public for the first time a report prepared by George B. Sudworth, naval stores expert of the Forest Service, for the Conservation Commission. The report deals exhaustively with the status of the turpentine industry of the South and, among other things, places the life of the industry under conditions providing for the most improved systems of turpentine at from twenty-five to thirty years. The basis of reasoning from which this deduction has been drawn is systematically given and makes of the report probably the most important piece of literature having to do with naval stores that has ever been published.

The fact that turpentine has been growing scarcer has hitherto disturbed the consuming industries but little, though it has begun to worry the producer, as the scope of the turpentine belt grows narrower. It may startle consumers the world over, however, to learn that a definite time limit has been set by experts for the life of American naval stores; especially should they be alarmed since this limit narrows down, in the opinion of the experts, to a maximum period of thirty years. What will happen after that? Well, probably the only way to know will be to wait thirty years and find out.

The fact that the exhaustion of so important a staple is already in sight of the present generation, is sufficient to afford much food for thought and it emphasizes in a most emphatic way the wisdom of the last administration in Washington in

taking steps toward the conservation of the natural resources of America. It also forcibly calls to mind the necessity for strict economy in production and consumption. The report of the Forest Service furnishes some useful suggestions as to how best to accomplish this.

Beginning, as all logical arguments should, at the beginning, the report, after a brief description of naval stores, surveys the more fertile fields and describes the methods ancient and modern, in the harvesting of turpentine. The author refers to the fact that only the long leaf pine and the Cuban or "slash" pine have so far been used in the production of the naval stores of commerce, though nearly all the other native pines could be made to yield if properly worked. He intimates that, at the present rate of consumption, it will be necessary to add two or three other Southern pitch pines and one or two Northern varieties to the list.

Touching upon the comparatively new system of wood distillation Mr. Sudworth describes the processes of abstracting the wood spirit from the stumps of old turpentine trees. By inference he implies that the value of the spirit so obtained is almost if not quite equal to the gum spirit for commercial purposes, but he adds that the comparatively bountiful supply obtained at present is due to waste of timber in the past and he intimates that the rigid economy, which will be practiced hereafter in respect to lumber operations, will gradually eliminate all waste wood available for this purpose.

Florida is described as the present greatest producing State, with Georgia second, Alabama third and Mississippi and Louisiana next in order of importance. Of the pine forests in these States only 12½ per cent. are being worked under the new and economic cup and gutter system, while the balance continue to suffer from the wasteful operations of the old destructive box method; and it is estimated that of the trees yielding turpentine today, 20 per cent. have passed the high point of production; the remaining 80 per cent. are at the height of their usefulness, but will cease to yield within a period of two years. A salient reason for economy is in this way driven home. Turpentine operators are reminded of the folly of wasting their substance by the use of destructive methods, and are urged to adopt the cup and gutter system, which lessens the danger by fire, conserves the vitality of the tree, and stays materially the process of evaporation. By actual test the new system gave a return of \$1,500 to \$1,600 per crop of 10,000 trees, as against 1,000 under the old method, which fact, it is claimed, should be sufficient to induce the universal adoption of the cup and gutter.

The report concludes with a series of suggestions for the preservation of the industry by obtaining the maximum yield for the minimum of destruction, and the advice so freely given by expert authority should make a permanent impression upon American producers of naval stores.—Oil, Paint and Drug Reporter (New York).

**COURT DECISIONS AFFECTING LUMBER.**

Delivery on Sale of Lumber—The words, "when transit car," on a sale slip covering a sale of a carload of lumber, did not fix any date of delivery; and did not show that delivery should be made on arrival of the car.

Harlow vs. Parsons Lumber & Hard-

ware Company. Supreme Court of Errors of Connecticut. 71 Atlantic 734.

Performance of Contract—Where the contract for the sale of lumber to be shipped by boat was silent as to who should charter the boat, there was a compliance with the contract where the boat was ready at the time fixed, without regard to the question as to who furnished it.

Rose vs. Lewis. Supreme Court of Alabama. 48 Southern 105.

Time Limit for Recovery of Damages for Obstruction of Stream—One whose logs were caught and damaged by a dam, constituting a nuisance, in a navigable stream, may sue for damages, though the dam has existed for five years, and recover any damages accruing within five years prior to the action.

Ireland vs. Bowman & Cockrell, Court of Appeals of Kentucky. 114 Southwestern 338.

Removal of Standing Timber—Where the interest of a person in standing timber with right to remove the same is pledged, and the time limited for the removal is near at hand, and the state of feeling between pledgee and pledger is such that they probably cannot agree, and the pledge does not provide a way for enforcing the lien, equity will supply the remedy and enforce the lien.

Stokes vs. Dimmick. Supreme Court of Alabama. 48 Southern 66.

Contract in Restraint of Trade—A contract between two lumber companies, by which each company is to be confined in its operations to one side of a line drawn through two counties for a distance of over 20 miles, is invalid, as in restraint of competition; and it is not validated by conveyances of land separating their ownership in accordance with the contract.

Flowers & Peagler vs. W. T. Smith Lumber Company. Supreme Court of Alabama. 47 Southern 1022.

Sale of State Timber—Unless the members of the board of timber commissioners, or a majority of them, one of whom is the governor, officially sign a statement, indorsed upon the appraisal of timber which it is proposed to sell, to the effect that a sale thereof is necessary to protect the state from loss, any attempted sale of such timber and any permit issued for cutting it are void; but other omissions and irregularities in the sale proceedings are not jurisdictional, and do not render the sale of the permit void.

State vs. H. C. Akeley Lumber Co. Supreme Court of Minnesota. 119 Northwestern 387.

Title to Maintain Trover for Cutting Trees—Where an owner of land executed an instrument to another, stating that he sold to such other person "all the timber measuring eight inches and over" on such land, that the purchaser was to pay a certain amount in the manner specified, and was to have six months to take the timber from the land, and that the landowner was to have the tops of the trees, the purchaser acquired such an interest in the timber as authorized him to bring an action of trover against a third person who unlawfully entered upon the land, cut trees therefrom of the character described in the conveyance, changed them into saw logs, removed such logs, and converted them.

Camp vs. Horton. Supreme Court of Georgia. 63 Southeastern 351.

Landowner Retaining Title to Logs Cannot Recover Full Value in Trover.—When,

by the terms of a logging "permit," the landowner retains the title to the logs until the operator shall have fully performed all his obligations, but leaves to him the right to any balance of the proceeds of the logs after deducting all sums due from the operator to the landowner under the permit, the latter in an action of trover for the logs against the operator of his vendee can recover only the amount so due him.

Bradley Land & Lumber Co. vs. Eastern Manufacturing Company. Supreme Judicial Court of Maine, 71 Atlantic 710.

Throwing Sawdust into Stream.—Forest, fish and game law (Laws 1900, p. 32, c. 20) Sec. 52, providing that no sawdust shall be thrown into any waters "in quantities destructive of fish inhabiting the same," prohibits the throwing of sawdust into the waters of the state in quantities sufficient to destroy fish therein, but does not prohibit the throwing of sawdust in quantities sufficient to destroy a stream as a spawning ground.

People vs. Lapell, Supreme Court of New York, 113 N. Y. Supp. 675.

Duty of Railway Company to Equip Flat Cars for Lumber.—The provisions of section 2864 of the general statutes of 1906 make it the duty of a railway company to properly equip all flat cars belonging to such carrier, and which may be furnished on which to load any cargo of lumber, with sufficient standards, supports, railing, etc., necessary to hold and keep the cargo firmly in place. This statute, however, does not make it the duty of the railway company to equip flat cars furnished by it to the shipper when the said cars belong to other railway companies.

Florida Railway Company vs. Adams. Supreme Court of Florida. 47 Southern 921.

"Company Store" Monopoly.—Where a contract for the lease of a store house formerly used as a commissary by the owners of a sawmill who employed a large number of persons in a village contains agreements that the lessor, a corporation, will relinquish its right to establish and maintain a commissary for its employes, will use its influence to induce the employes, loggers, and others to purchase their supplies from the lessees, will issue to its employes merchandise checks against their wages directed exclusively to the lessees, to be redeemed by the lessor through the lessees for cash at par every 30 days if such issue is not illegal, and the lessees will establish a general store of feed, grain, dry goods, drugs, etc., and will accept as cash the merchandise coupons issued by the lessor, and will pay the lessor every thirty days a commission of five per cent on gross sales, the necessary tendency of the agreements under the conditions in which the contract will operate is to restrain trade and to a monopoly to the injury of at least a considerable portion of the public affected by the agreements. The agreements are therefore contrary to public policy and invalid, and will not be enforced by the courts.

Stewart vs. Stearns & Culver Lumber Company, Supreme Court of Florida. 48 Southern 19.

**JUVENILE ART.**

Teacher—Why, Willie, what are you drawing?

Willie—I'm drawing a picture of God.  
Teacher—But, Willie, you musn't do that; nobody knows how God looks.

Willie—Well, they will when I get this done.—From Success Magazine.