

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 Newnan Streets, Jacksonville, Fla., in the very heart of the great turpentine and yellow pine industries.

NOTICE TO PATRONS.

All payments for advertising in the Industrial Record and subscriptions thereto must be made direct to the home office in Jacksonville. Agents are not allowed to make collections under any circumstances. Bills for advertising and subscriptions are sent out from the home office, when due, and all remittances must be made direct to this company.

Industrial Record Publishing Co.

COURT DECISIONS AFFECTING LUMBER.

Seller Bound by Buyer's Inspection.—Under a sale of staves, inspection to be made by the buyer, the seller is bound by the buyer's inspection, in the absence of fraud or such gross mistake as would imply bad faith.

L. N. Lanier & Co. v. Little Rock Co-op-erage Company. Supreme Court of Arkansas. 115 Southwestern 401.

Right to Cut Timber.—If the right to cut and sell timber on mortgaged land is reserved to the mortgagor, either expressly or by implication, the mortgagor can convey a good title to the timber and to any of its products.

American National Bank of Paris v. National Bank of Clarksville. Court of Civil Appeals of Texas. 114 Southwestern 176.

Sale of Timber by President of Corporation.—The president of a non-resident corporation owning timber lands in this state sold with warranty certain deadened and cut trees found on lands purchased by him for the corporation. Held, that the sale was an act of administration, binding on the corporation.

Jefferson Sawmill Company, Ltd., v. Iowa & Louisiana Land Company, Ltd. Supreme Court of Louisiana. 48 Southern 428.

"Merchantable" Timber.—A contract for the sale of all merchantable pine timber, measuring 10 inches in diameter and over, on a described tract of land, was not void for uncertainty, the word "merchantable" being used to describe the grade or quality of the thing sold, and determine

by experts with approximate certainty.

Lee Lumber Company, Ltd., v. Hotard. Supreme Court of Louisiana. 48 Southern 286.

Breach of Contract to Ship Lumber.—Where the seller fails to make shipments of lumber according to contract, the buyer may abandon the contract and sue for damages for the breach, but he cannot hold back the payment for a prior shipment to force the seller to make further shipments.

Harris Lumber Company v. Wheeler Lumber Company. Supreme Court of Arkansas. 115 Southwestern 168.

Sale of Timber.—A contract for the sale of standing timber on certain described land for \$1 per thousand feet, to be paid in cash, or vendor's option of equivalent value, by the vendees on the fifteenth day of the succeeding month for all timber cut during any month, imposed an obligation on the vendees to cut, haul, and scale the timber, and was therefore not objectionable for uncertainty as to the price.

Lee Lumber Company, Ltd., v. Hotard. Supreme Court of Louisiana. 48 Southern 286.

Delay in Buyer's Inspection.—Where the buyer's agent not being able to inspect the staves sold as fast as the seller desired, the seller sent its own agents to assist in the inspection, the seller is estopped to claim that such inspection was a breach of the contract, which provided that inspection should be made by the buyer's agent, as to allow it to do so would be to permit it to take advantage of its own wrong.

L. N. Lanier & Co. v. Little Rock Co-op-erage Company. Supreme Court of Arkansas. 115 Southwestern 401.

Lumbering Contract.—Where a lumbering contract required defendant to deliver 40,000 feet per week, plaintiffs, be accepting delivery of 5,000 feet or less for certain weeks, did not waive their right to demand delivery of the stipulated quantity, nor a relinquishment of plaintiff's right to recover damages for failure to deliver the stipulated quantity, or their ultimate breach of the contract involving a severance of the contract relation.

Walker & Myers v. Cooper. Supreme Court of North Carolina. 63 Southeastern 681.

Lien on Lodging Equipment.—Where defendant, having agreed to cut and deliver for plaintiffs at their mill over 1,000,000 feet of timber, in quantities of not less than 40,000 feet per week, sold and conveyed to plaintiffs by way of advancement, at defendant's request, took up a mortgage on the mules, plaintiffs acquired a valid lien on the property to secure defendant's performance of the contract.

Walker & Myers v. Cooper. Supreme Court of North Carolina. 63 Southeastern 681.

Fire Set by Locomotive.—A railroad company, on certain terms and conditions, constructed a spur track on its own property, but adjoining a planing mill belonging to the plaintiff. In that contract, the plaintiff agreed to release the company from any and all liability for property destroyed by fire communicated by locomotives operating on said track or otherwise while engaged in work connected with the use of said track, under that agreement. The railroad company was not, under that clause of the agreement, relieved from liability for property destroyed by fire occasioned by sparks emitted from one of its locomotives while on the main track not

engaged in work connected with the use of the spur track.

Thomason v. Kansas City Southern Railway Company. Supreme Court of Louisiana. 48 Southern 432.

Effect or Failure to Remove Timber.—Plaintiff conveyed to defendant the right to cut trees from the land of others from whom plaintiff had purchased a right to cut the trees without limitation as to the time of removal, and the deed to defendant provided that it should remove the trees by March 1 unless prevented by legal process, and that plaintiff transferred to defendant all the benefits of his deeds from the landowners, and guaranteed to him the necessary rights of way for getting out the logs until March 1. Held, that plaintiff, not being the owner of the land, could not object to defendant's failure to remove the trees by March 1, if he was not injured thereby, and could not recover for trees removed after that date.

Ford Lumber & Manufacturing Company v. Asher, Ky. Court of Appeals of Kentucky. 115 Southwestern 790.

PRACTICALLY ALL OF THE BEST GRADE OF BASKET WILLOW IS NOW IMPORTED.

Washington, April 1st.—The government is right in the midst of the harvest of a most unique crop at its experimental farm near Arlington, just across the Potomac from this city, where a corps of laborers in charge of trained foresters are preparing for the annual free distribution of 100,000 basket willow cuttings.

Uncle Sam is encouraging the growing of high grade willow rods in this country, and in five years since the establishment of the holts at Arlington approximately a half million select cuttings have been distributed among farmers, with directions for planting and preparing for market. Particular attention is given to selecting the varieties and strains best suited to the soil where the plantings will be made.

Willowcraft is an industry which is constantly growing in importance in this country, yet the culture of basket willow in the United States made very little progress until five or six years ago. Even now, practically all of the best grades of basket willow are imported from Europe, chiefly from France. European manufacturers compete keenly for the best products in their countries, and until recently only the inferior rods were sent to America where they have been bought at three times the prices quoted for similar stock a few years ago. Experiments have shown that the best grades of willow can be grown in this country at a good profit, and farmers are turning their attention to its culture more and more each year.

This year's harvest began early in March. Four approved varieties are being sent out, and only the best and most thrifty rods are selected for distribution. The management of the holts and work of free distribution of cuttings is charged to the United States Forest Service. Cuttings for experimental planting and information on management of the willow holts are furnished those who make the request of the Forester at Washington.

The government recognizes the importance of good cuttings, a point more commonly overlooked than the matter of cultivation. Only the best and most thrifty rods are selected for each season's distribution. To produce a desirable grade of rods it is very important to select planting stock not only from thoroughly tested varieties, but the cuttings should be taken

from the tallest, perfectly straight, cylindrical, branchless, and fully mature rods. High grade basket willows can be raised only by being sure that the cuttings planted are from parent stock above the average.

The policy of the Forest Service is to increase the number of important basket willows and determine their value under different soil and climate conditions, and as the final tests of new varieties are completed, those proved to be valuable will be added to the distribution list.

Cuttings of new and untried willows were obtained from Europe a year ago and planted in the Service's Experimental ground. Close observations will be made upon the growth of these and if the results are favorable during the first three years, cuttings from these varieties will be distributed in the United States. In case of some varieties a much longer time may elapse before their value can be established.

The Forest Service is receiving a constantly increasing number of requests for basket willow cuttings. These requests come from farmers all over the country, many of them coming through members of Congress. The Service is endeavoring to stimulate the basket willow industry in this country by distributing cuttings of the most approved varieties of willow and the four varieties tested for the last five years in the experimental holt at Arlington, Va., can now be confidently distributed. The behavior of the plants has been carefully observed as to the quantity and quality of the crop, to their resistance and lack of resistance to disease as well as other points that would affect the profitableness of each variety. The observations made during the first two years were published in Circular 148 by the Forest Service. At the close of this spring's harvesting, now going on, the results of the past three years' tests will be published.

LUMBER AND COTTON TARIFF.

Washington, April 3.—Eleven members were in their seats when the House met to further consider the Payne tariff bill. Sparkman, of Florida, opened the discussion by making an earnest plea for restoration of the Dingley rate on lumber and the imposition of a duty of 5 cents a pound on all cotton imported into the United States.

While declaring he would vote for the bill, Mr. Kinkaid, Republican, of Nebraska, entered a strenuous objection to the taxing of those necessities of life which are not produced in this country. Kinkaid also opposed the placing of hides on the free list.

The Philippine Islands were again heard from when Benita Legardo, a resident commissioner, spoke in opposition to the proposed free trade between that possession and the United States. His views were practically along the lines of those expressed yesterday by his colleague.

LUMBERMEN ELECT OFFICERS.

At the convention of the Mississippi Pine Association in Hattiesburg, Miss., the following officers were elected: President, J. F. Wilder, Epps, Miss.; first vice-president, T. L. O'Donnell, Sanford, Miss.; second vice-president, H. H. Cust, Laurel, Miss.; Treasurer, W. C. Rogers, Hattiesburg; secretary, Everett Brown, Hattiesburg. President Wilder, in his speech, said he believed the \$2 a thousand on Canadian lumber would be retained.