

In London, when unloading, there are three different modes in vogue, viz, in slings containing from 20 to 30 barrels; by the grappling hooks; and by sliding the barrels on skids from the rail of the vessel to the wharf. The latter mode is a severe strain on the barrel and may damage a barrel that is at all weak.

The steamship companies have control of the apples from the time they leave the cars at the wharf in Halifax until they are loaded on the consignees' vans or lighters. If the barrels are taken on board intact, if in a good sound condition, they reach the hold of the vessel, the responsibility of the shipper ought to cease. If damaged en voyage by breakage, pilferage, rattle, rain, or heat, or by loading or unloading, the steamship companies should be responsible. I understand that when damage is sustained to general merchandise through the carelessness or negligence or mismanagement of the companies who carry it, they are held and made

Responsible for the Loss.

Why should not the product of the orchard have the same privilege? Scarcely an account of sales comes to hand but shows the sacrifice of slack, open or damaged barrels. In a few instances bad cooperage may be at fault, but it seems to me that when a barrel is found by the steamship company to be unfit for shipping, it should be re-coopered at the expense of the shipper, or laid aside and the shipper notified, but not to be shipped in a damaged condition for the purpose of charging the freight. Innumerable instances have shown that when such barrels have been sold, they have not realized enough to cover expenses. In view of the partial and unjust clause in the bill of lading, referred to, I beg leave to submit the following resolution;

"Whereas the form of bill of lading now in use, and given by the Furness line of steamers to shippers of fruit by such steamships, contains as part of the terms and conditions on which the shipowners undertake the transportation of such property the following provisions:

"1st. That they shall not be liable for loss or damage done to goods by sweating, insufficiency of package in any respect, leakage, breakage of any kind, pilferage, wastage, rattle, rain, spray, rust, fire, heat, frost, decay of any kind, contact with, smell or evaporation from any other goods, or loss arising from inaccuracies in obliteration, insufficiency of or absence of marks, numbers addresses, or description of goods shipped, or injury to wrappers, however caused."

"And whereas great loss has heretofore arisen to shippers, causing their fruit to be sacrificed in the markets; and whereas great loss is likely to arise by reason of breakage, pilferage, rattle, rain, spray, heat and frost, and contact with, smell or evaporation from other goods, occurring during the transportation of fruit and by injury done to barrels while loading and unloading at the docks;

"And whereas the said Furness line of steamers is in receipt of a subsidy from the government of Canada;

"Therefore, resolved that this Fruit Growers' Association, in annual session, assembled, petition the government of Canada to regulate the terms and conditions of such bills of lading so as to make the ship owners liable to the shippers of fruit for all damage done to goods by breakage, pilferage, rattle, rain, heat, spray, contact with, smell and evaporation from any other goods occurring during transportation by such steamships, and by injury done to barrels while loading or unloading at the docks;