

SHIPPING INTELLIGENCE.

Deal, Aug. 3.—Passed, the *Serio*, Stuparich from Montreal for Hartlepool.

Rotterdam, Aug. 5.—Sailed Bark *Fauchon* (Br.), Cain, North America.

Sailed for Montreal.—L. D. Marshall, Perry, Liverpool, Aug. 1. City of Montreal, Wilson, Greenock, July 31. Robert Jones, Ownes, London, July 31. Hellespont (s), Periam, Bristol, July 31. Azetes, Milne, Greenock, Aug. 2. Monte Moro (s), Irving, Newport, Aug. 2.—Live Oak, Stillwell, Sunderland, Aug. 4. Fred. Thomson, Smith, Dundee, Aug. 5. Royal Welsh (s), Coates, Cardiff, Aug. 5. Elizabeth Dougall, White, Leith, Aug. 5. Kallisto, Tellefsen, Swansen, Aug. 8. St. Patrick, Stirratt, Glasgow, Aug. 7. Sirio, Stuparich, Hartlepool, Aug. 5. Hindostan, Bartlett, Hull, Aug. 9. Frank, Lursen, Westport, Aug. 8.

Arrived from Montreal.—Karnack, Booth, Hull, Aug. 4. Elida, Neilson, Queenstown, Aug. 4. Thames, Campbell, London, Aug. 5. Sainsbury, Dublin, Aug. 5. Mary, Littlehampton, Aug. 3. Laimetar, Dublin, Aug. 5.

Entered out for Montreal.—Aldpith, Branscombe, London, Aug. 3. N. Churchill, Routh, London, Aug. 5. Amalie (s), Pottinger, London, Aug. 5. Newcastle, Anderson, London, Aug. 5.

RAILWAY ACCIDENTS.

The following is a summary for the months of January, February and March, 1876, of the railway accidents which have been reported to the Board of Trade:—

During the period comprised in this return—viz., the months of January, February and March, 1876, there were reported to the Board of Trade by the several railway companies in the United Kingdom accidents resulting in the death of 313 persons, and injury to 1583—viz.:—Passengers from causes beyond their own control—killed, 15; injured, 247; from their own misconduct or want of caution—killed, 15; injured, 135. Servants of companies or contractors—from causes beyond their own control—killed, 25; injured, 180; from their own misconduct or want of caution—killed, 160; injured, 971. Persons passing over railways at level crossing—killed, 19; injured, 7. Trespassers (including suicides)—killed, 62; injured, 27. Other persons not coming in above classification—killed, 19; injured, 16. Total: killed, 313; injured, 1583.

JETTISON OF DECKLOAD.

Letters to the *Shipping and Mercantile Gazette*.

Sir,—A vessel arrived here with a cargo of deals, &c., with deckload of deals and boards. The ship meeting with bad weather, a portion of the deckload was washed overboard, and the Master also thought it prudent to throw a little of it over to ease the ship. The vessel arrived at her destination, and the Master noted and extended protest. Must the ship pay for the lost portion of the deckload, besides losing freight thereon? Yours, &c.,
Nevin, July 5, 1876. AN INQUIRER.

[If there was an established usage in the trade to carry deck cargo, and the Charter provided for the same, or the Policy included the words, "in and over all" the voluntary sacrifice would fall on General average.]

PART OR WHOLE LAY-DAYS.

Sir,—A ship has no Charter-party, but merely Bill of Lading, which states that so many running-days are left for discharge, and the ship arrives at the Port of discharge on Saturday, and gets into a floating dock that afternoon, arrangements being made for the discharge to commence at 6 o'clock this (Monday) morning. In consequence of this arrangement men were at the quay and ready to receive at the hour arranged, but delivery was not commenced till after noon, our first bucket being

hoisted in to weigh at the scales at the ship's hatch at 12.15. The delay appears to have risen through the ship being in an outside berth; a heavy gale was blowing, and another ship's moorings such as to cause her to sway too much, and time was lost in altering them. On the above facts, does Monday count as a day; and, if not, does it count as part of a day?—Yours, &c.,
July 11, 1876. S.

[The Monday would count as a whole day, for where days and not hours are stipulated for, there are no half days.]

SHORT DELIVERY.

Sir,—I must apologise for troubling you again, but your leading article of the 8th ult., to which you refer in reply to my recent inquiry, answered in your impression of the 7th, does not clearly answer the point at issue in the present case. In quoting "*Blanchette Bowell's Colliery Co.*," you say—"the Court held that the whole freight named in the Bill of Lading is payable to the Shipowner, although a less quantity of goods than that named in the Bill of Lading be delivered, if the quantity delivered be no less than received by the Shipowner;" while in "*Biddell v. Bingham*," where $\frac{3}{4}$ tons iron were short delivered, you say—"as the freight was payable on the out-put, the remuneration for the carriage of the $\frac{3}{4}$ tons was not allowed." The latter decision, disallowing the freight on the quantity shipped, does not seem to agree with the law laid down in the first one, by which the whole freight named in the Bill of Lading is payable to the Shipowner. From a constant perusal of your columns, I have gathered the impression, rightly or wrongly, that where a Shipowner proves all the cargo taken on board, as specified in the Bill of Lading, to have been delivered, he can recover from the Charterer any short payment of freight that may have been made by the Consignee for alleged short delivery.—*File Maritime Notes and Queries*, Vol. 1, "D. Edwards," p. 60; "Shipowners," p. 61, "Shipowner," p. 195) In the present case Charterer and Shipper are one; and, as previously mentioned, both Charter and Bill of Lading specify the freight to be paid at so much per ton delivered; but, with a given quantity shipped, the total freight is thereby as distinctly stated as if by lump sum. There can be no doubt of the capacity of the vessel in question being sufficient to carry the quantity stated in the Bill of Lading, but between the Charter or Shipper and Consignee I am done out of the freight on the alleged difference of 40 tons. It is high time Shipowners were making a stand against these repeated deductions, and my only excuse for this long letter is to have the point, whether amounts so deducted can be recovered from the Charterer, made as plain as possible.

Yours, &c.,
VICTIM.

July 10, 1876.

[The Bill of Lading holder was entitled to receive the quantity of cargo therein expressed; and if that quantity was not delivered, he would be entitled to deduct the freight on the amount short delivered. But if the ship did not take a full cargo, and might have carried and stowed the quantity stated in the Bill of Lading, the Charterer would be liable for the dead freight.]

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LA BANQUE DU PEUPLE.

DIVIDEND No. 82.

The Stockholders of La Banque du Peuple are hereby notified that a SEMI-ANNUAL DIVIDEND of

THREE PER CENT.,

for the current six months, has been declared on the Capital Stock, and will be payable at the Office of the Bank on and after

MONDAY, the 4th Day of Sept. next.

The TRANSFER BOOKS will be closed from the FIFTEENTH to THIRTY-FIRST of August, both days inclusive.

By order of the Board of Directors.

A. A. TROTIER,

Cashier.

Montreal, 31st July, 1876.

GRAIN ELEVATING.

Monopoly vs. Fair Competition.

As the Directors of the MONTREAL FLOATING ELEVATOR COMPANY have been pleased to threaten their customers with loss of Discount, if they employ the ST. LAWRENCE GRAIN CO'S ELEVATOR,

NOTICE IS HEREBY GIVEN

THAT THE

ST. LAWRENCE GRAIN COMPANY

Will allow a separate and additional

DISCOUNT of TWENTY p. CENT.

from the accounts of any of their employers who may be condemned to pay this Trades-Union penalty.