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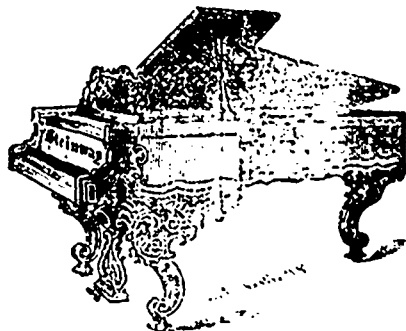
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Maritime Notes and Queries.

Under this head we give a few extracts from a Book published by Sir Wm. Mitchell, and previously published in the *Shipping and Mercantile Gazette* of which he is Editor. First will be found the question asking for the information required, and annexed, the opinion of the Editor:—

SHORT DELIVERY OF PIG IRON.

Sir,—Our steamer was chartered to load a full cargo of pig iron in Grangemouth. After cargo was all shipped, part of which was weighed alongside, and part of which was not weighed alongside, the Merchants insisted on the Captain signing clean Bills of Lading, stating that it was the custom of the Port for all ships to sign for weight. Our Captain refused to sign Bills of Lading unless his Owners were protected by the clause "weight and quantity unknown." The Captain accordingly drew up and tendered to his merchants Bills of Lading with the clause inserted as above. The Merchants positively refused to accept them. The Captain then wired us for instructions; we at once instructed the Captain to protest against Merchants, drawing up Bills of Lading made "weight and quantity unknown," and send them along with the protest, by post, to the Merchants in a registered enclosure. The Captain followed our instructions, and at once proceeded on his voyage. After departure of the steamer, the Merchants protested against the conduct of the Captain, and holding us liable should the iron turn out short. On delivery of the pig iron in Hamburg the cargo turns out seven tons short, and by orders of our Shippers part of our freight is arrested to pay for the short weight. Under these circumstances, ought Merchant to pay for detention in Grangemouth, steamer being detained one day beyond time specified in Charter? Can the Merchant compel us to pay for short weight as stated? Do you consider that Captain's conduct was quite justifiable in the circumstances?

Aberdeen.

SHIPOWNERS.

[If the cargo was not weighed under the inspection of the Shipowner's representative, the Master was not bound to sign Bills of Lading for expressed weights as furnished

by the Shipper; and, under the circumstances the Master acted judiciously in protesting. Any delay arising in consequence of the Shipper declining to allow the words "weight unknown" to be inserted, should give a claim for Demurrage. It was wrong, however, to send the Bills of Lading to the Merchants. The Bills of Lading belonged to the Shippers. It has been held that the claim against an insurer for loss of goods could not be sustained, the jury considering that they had never been shipped, although a Bill of Lading and relative Custom-house documents were produced.]

BROKERAGE ON UNFULFILLED CHARTER.

Sir,—I chartered a ship for a certain Port, with time clause. She arrives shortly after her time, and Charterers refuse her. Can the Brokers who chartered the ship claim their Commission on this unfulfilled Charter? Guernsey.

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[The payment of Brokerage would depend upon the wording of the Charter-party. If the Commission was made payable out of the freight earned, the Brokerage would not be recoverable; but if it expressed "Commission due on signing this Charter, ship lost or not lost, freight earned or not earned," the claim could be sustained. If the condition, also, as to time, was made no part of the contract with the Broker, its fulfilment did not rest with him; and non-arrival at a Port, in consequence of stress of weather, does not necessarily dissolve an agreement, or absolve a Charterer from providing a cargo.]

SALVAGE ON TOWAGE.

Sir,—A steam tug saves a barque from going ashore after starting from her anchor. The owner of the tug gets £420 for it. Have the Crew of the tug a right to any of the money? If so, how much? Crew consisting of Master, Mate, Engineer, and two Firemen. Swansea.

AN INQUIRER.

[The Crew would be entitled to a share if the service was that of Salvage—say 10-30ths to ship, 7-30ths to Master, and 13-30ths among the Crew. If the service was one of Towage only, and the ship was never in danger, the Crew of the tug would not be entitled to any share of the remuneration, and it could not be brought within the term of Salvage.]

CARLINGFORD LOUGH FOR NEWRY.

Sir,—My vessel arrived in Plymouth from the Black Sea, and was ordered to proceed to Newry. On my arrival at Carlingford Lough I found that there was not water deep enough in Newry for my ship's draught of 18 feet. My Charter-party stipulates—"the ship to go in a safe Port in the United Kingdom or Continent where she loaded can go and enter, also remain, always afloat." Can the Merchant compel the vessel to go up to Newry, where there is only 12½ feet of water, and my vessel actually drawing 13 feet in ballast?

Newry. F. SOCH, Brig Pasqualina G.

[If the ship cannot always remain afloat when at Newry, our correspondent could not be compelled to take her there, and the Merchant is bound to take the Cargo when the vessel is as near the regular place of discharge as she can safely get on being lightened.]

EXPENSE OF LANDING AND STOWING.

Sir,—A vessel was chartered to load with the usual clauses in Charter against dangers of the sea, navigation, &c. While taking in cargo, she unfortunately settled upon an anchor and made a hole in her bottom, compelling the discharge of cargo at considerable expense. Is the cargo liable, under General Average, to contribute to the expense of landing and stowing, and can the Owner insist on a clause in Bill of Lading making cargo liable to General Average? In this case the Shipper's liability ceases on shipment of cargo, and the Port of discharge being a foreign one, we fear there is no chance of recovering there unless secured in Bills of Lading.

North Shields.

SHIPOWNER.

[The charges consequent on the landing of the cargo, and re-shipping the same, in order