

Duty on Repairs to United States Vessels in Foreign Ports.

Mention was made in Canadian Railway and Marine World for September of a press report that the Victoria B.C. Board of Trade had received a communication from the U.S. Government to the effect that no duty would be charged on repairs done to U.S. vessels in Canadian ports. On enquiry the Secretary of the Victoria Board of Trade advised us that the U.S. Consul there had written him that as he understood it there is no duty or charges whatsoever on repairs to U.S. ships in foreign ports.

We then communicated with the U.S. Treasury Department at Washington, D.C., asking for full information in regard to the matter and received the following answer from the Assistant Secretary:—

"In reply to your enquiry whether duties, if any, are levied on repairs made to U.S. vessels while in Canadian ports, and whether repairs made to ocean going vessels in foreign ports are dutiable, I have to advise you that the Revised Statutes, Sec. 3,114, provides that:—'The equipments, or any part thereof, including boats, purchased for, or the expenses of repairs made in a foreign country upon a vessel enrolled and licensed under the laws of the United States to engage in the foreign and coasting trade on the northern, northeastern and northwestern frontiers of the United States, or a vessel intended to be employed in such trade, shall, on the first arrival of such vessel in any port of the United States, be liable to entry and the payments of an ad valorem duty of 50% on the cost thereof in such foreign country; and if the owner or master of such vessel shall willfully and knowingly neglect or fail to report, make entry, and pay duties as herein required, such vessel, with her tackle, apparel, and furniture, shall be seized and forfeited.'

"The Revised Statutes, Sec. 3,115, provides that:—'If the owner or master of such vessel shall, however, furnish good and sufficient evidence that such vessel, while in the regular course of her voyage, was compelled, by stress of weather or other casualty, to put into such foreign port and purchase such equipments, or make such repairs, to secure the safety of the vessel to enable her to reach her port of destination, then it shall be competent for the Secretary of the Treasury to remit or refund such duties, and such vessel shall not be liable to forfeiture, and no license or enrollment and license, or renewal of either, shall hereafter be issued to any such vessel until the collector to whom application is made for the same shall be satisfied, from the oath of the owner or master, that all such equipments and repairs made within the year immediately preceding such application have been duly accounted for under the provisions of this and the preceding sections, and the duties accruing thereon duly paid; and if such owner or master shall refuse to take such oath, or take it falsely, the vessel shall be seized and forfeited.'

"It has been held by the Department that repairs made in foreign port upon a registered vessel engaged bona fide in commerce by sea are not dutiable, and that repairs to a pleasure yacht in a foreign port are not dutiable. You will note that, under sec. 3,115, the condition precedent for exemption is that the vessel 'while in the regular course of her voyage was compelled, by stress of weather or other casualty, to put into such foreign port for repairs.' It has also been held that repairs made to a vessel in a foreign port after she had been in winter quarters in that port are not exempt, although such repairs were necessary to secure her safety."

Shipping Report From Fort William.

F. & W. Jones, grain, vessel and marine insurance brokers, Fort William, Ont., wrote, Sept. 15:—Coal arrivals continue steady, there have been 16 cargoes since the first of the month, all of which were bituminous, no anthracite has been unloaded during this half of the month. Dispatch continues satisfactory, there have been only slight delays occasioned by direct loading into cars. There has also been slight delay at one dock when piling at back of dock, owing to difficulty in getting more than one rig to work. Western rail shipments are now normal and stocks are decreasing rapidly. There is no definite line-up of "en routes" reported yet for the balance of the month, but docks are all expecting a brisk run of business. Stocks of coal on docks are fairly heavy and are approximately as follows, but there is still abundance of available space:—

	Bituminous.	Anthracite.
Canadian Northern Coal		
Dock, Port Arthur	450,000	210,000
Canadian Pacific Coal		
Dock, Fort William	620,000	250,000
Fort William Coal Dock,		
Fort William	370,000	34,000
	1,440,000	494,000

The autumn movement of grain has commenced, but in no great volume up to date. There are, however, prospects of heavy grain surrenders by shippers for nearby shipments. Twenty-nine cargoes have gone east since the first of the month, three only of which were in U.S. bottoms. The prospects of any great increase in the percentage of U.S. bottoms is not very promising at time of writing. Dispatch in grain loading will materially improve with the arrival of the new crop. Sunday working has commenced at the elevators in order to facilitate loading. Night working, however, except when a vessel can be cleared at night, is discouraged, on account of the difficulty in grading grain. Stocks at elevators have increased materially, the total of all grain at present in all elevators being over 1,000,000 bus. in advance of same time last year. The following is standing of stocks at time of writing:—

	Stocks.	Receipts.	Shipments.
Wheat ...	3,736,852	4,162,094	1,631,129
Oats	330,375	397,361	159,808
Barley ...	213,720	146,891	65,092
Flax	2,074,766	31,789	311,508

The crop outlook remains unchanged from last writing, the total figures are generally accepted as from 180,000,000 to 200,000,000 bus. of all grains to come forward for eastern shipment. Great Britain is expected to make considerably increased demand on Canada this season, probably to the extent of an additional 30,000,000 bus. of wheat and oats. To move the crop in sight in time to catch ocean connections before the close of navigation would mean a very active lake movement, and it is more than probable that a large winter storage business will result.

A comparison of last season's lake shipments, commencing with Sept. 1, 1913, and ending Aug. 31, 1914, is interesting as showing the percentage of Canadian and U.S. bottoms. There were 1,135 cargoes, 350 of which were U.S. bottoms. The total amount of grain carried was 191,911,432 bus. of all grains, of which 92,030,398 bus. were in U.S. bottoms or 49% of the whole, and 99,881,034 bus. in Canadian bottoms.

Shipments by vessels, Port Arthur and Fort William, crop year 1913-1914:—

	Canadian Vessels.	U.S. Vessels.	Total.
Cargoes	788	350	1,135
Wheat bush.	64,121,076	62,105,746	126,226,822
Oats	25,276,164	14,351,323	39,627,488
Barley	5,942,638	4,031,185	9,973,824
Flax	2,218,179	9,927,058	12,145,237
Other grains	1,322,977	1,615,086	2,938,063

The Stranding of the s.s. Anglo-Brazilian in Montreal Harbor.

An investigation into the stranding of the s.s. Anglo Brazilian in Montreal harbor, on Aug. 26, was held at Quebec, on Sept. 8 and 9, before Capt. L. A. Demers, Dominion Wreck Commissioner, assisted by Capt. F. Nabb and Pilot Angers, acting as nautical assessors. Fourteen witnesses were examined, including the Montreal Harbor Master, Capt. Bourassa, who stated that the day prior to the departure of the Anglo Brazilian he saw that sufficient room was given for hauling her out the next day, and did not notice any barge lying at the end of Tarte pier, nor had he given permission to berth any vessel there. The master of the vessel, F. W. Richardson, stated that the Anglo Brazilian is a steel vessel of 4,668 tons net, and 7,486 gross tonnage, carrying a crew of 38 all told, including 3 deck officers, all duly certificated. She is owned by the Nitrate Producers Steamship Co. of London, and chartered by the New Zealand Steamship Co. She was fully loaded with 9,000 tons of general cargo, and was bound for Australian and New Zealand ports, and at the time of leaving the wharf at Montreal was drawing 27 ft. 2 ins. fore and aft. She left the wharf at 6.15 a.m. in charge of Branch Pilot C. B. Hamelin, and with the assistance of two tug boats, as usual, was hauled from the wharf into the stream, and at a little distance above the berthing place which she had just left the bow tow rope parted and the vessel swung around with her bow to the south, under the effect of the current, and grounded on a bank and hung by the middle. Prior to the rope parting, and when endeavoring to head up stream, he noticed a scow at the end of Tarte pier, and in order to clear the scow the helm was starboarded and the vessel shortly afterwards took a sheer, and before she could recover the tow rope parted. He also stated that the steering gear and rudder were all right, as they had been examined half an hour before the lines were cast off. The gear is of the telemotor type. When the pilot reported something wrong with the gear the engineer was ordered to make an examination and reported everything was all right.

The master of the tug Aurelie G., which was the stern tug, said that he noticed at a certain stage, when the ship was heading up river to turn around, that the rudder remained amidships, which appeared to him as strange, and he called out to the pilot, advising him of that fact, but was not aware if the pilot heard him. The pilot of the Mathilda, the tug boat at the bow, testified that the hawser which was passed to him did not seem to be good, therefore he did not think it advisable to put all power on his boat, and had, up to the time of the parting of the rope, been going on the speed of four bells, which is apparently a local custom and signifies that the engines are working to obtain a speed on the tug of slightly over slow speed. The pilot stated that it is his impression that for some moments something occurred to impede the working of the steering gear, and therefore can only account for the ship not recovering more promptly to that fact, also to that of the parting of the tow rope. He also stated that if no scow had been tied to the end of the Tarte pier he would have passed at the usual distance from the end of the pier, and would consequently have benefited in space as well as in the eddy forming between Tarte and Laurier piers. The evidence of the other witnesses did not materially differ from that given by the preceding ones.

The court is unanimous in exonerating the captain and officers of the Anglo Bra-