

# St. John, N.B., Pilotage Investigation.

## APPENDIX No. 1.

SHOWING Quantity of Sea Fog at entrance to St. John Harbour, from November, 1870, to April, 1886, inclusive.

Year.	November.	December.	January.	February.	March.	April.
	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.
1870.....	*2 30	1 45				
1871.....		1 00	30 40	19 25	47 15	16 10
1872.....	5 35	2 30	6 10	3 15	2 30	62 20
1873.....	7 45	43 35	42 20	23 25	12 45	33 40
1874.....	4 30	4 00	60 40	4 05	61 45	26 15
1875.....	4 10	13 05		37 10	1 00	44 10
1876.....	21 00	1 40	38 20		17 15	40 10
1877.....	24 45	7 15	20 20	8 45	38 45	41 40
1878.....	1 50	6 00	23 05	9 50	22 35	74 40
1879.....	30 55	11 40		12 20	39 00	36 00
1880.....	11 55	7 30	51 45	38 35		80 15
1881.....	16 35	7 30	7 45	25 20	7 35	8 20
1882.....	13 15		4 15	11 05	16 30	39 15
1883.....	26 00		14 35	12 25	2 50	49 30
1884.....	2 40	22 00	36 20	65 35	16 30	22 40
1885.....	20 50	9 00	8 15		1 15	6 10
1886.....	8 15		9 30	13 55	17 20	99 50

Or an average of 38 minutes per day.

\* The 2 hours and 30 minutes in November, 1870, is for land fog, or thickness of the land, or from the land. No fog up to the 8th of December; or in this present month, 1886, no fog up to the 8th.

## APPENDIX No. 2.

Showing the number of Hours and Minutes in each month the Steam Whistle at entrance to St. John Harbour was sounded from January, 1865, to December, 1885, from all causes.

Years.	Jan.	Feb.	March.	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.
	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.	h. m.
1865	39 15	26 40	63 50	43 30	137 05	197 15	96 25	69 15	74 05	47 30	33 00	47 45
1866	48 15	52 15	74 45	63 15	31 25	88 20	118 45	64 30	89 45	35 00	56 00	46 00
1867	77 50	44 05	46 00	09 05	45 45	97 00	86 56	262 00	55 15	28 50	48 45	34 40
1868	35 00	33 45	112 45	97 55	129 25	182 50	281 45	207 50	104 20	28 00	5 05	39 15
1869	36 45	61 45	36 10	30 55	31 40	121 30	102 45	94 15	84 35	23 40	12 25	50 45
1870	75 10	61 25	23 00	27 00	62 10	160 00	200 10	208 50	56 15	33 55	15 25	47 45
1871	55 30	31 40	73 55	20 10	38 10	123 25	164 40	147 45	56 30	23 45	15 25	46 15
1872	31 55	42 45	52 00	77 40	81 10	131 10	131 30	218 50	77 05	27 35	23 45	46 50
1873	79 55	54 10	51 05	36 45	100 40	77 35	256 15	148 30	175 00	67 25	45 40	115 50
1874	165 30	86 25	76 45	74 20	114 15	83 10	179 35	129 10	126 35	58 30	29 40	68 40
1875	86 40	88 40	33 25	67 00	79 00	167 40	187 00	208 45	97 50	48 45	27 05	63 35
1876	76 45	48 50	40 10	61 25	101 30	323 10	175 45	104 10	26 50	27 10	47 05	78 25
1877	84 10	49 20	162 40	43 35	13 50	126 45	248 20	216 35	131 15	10 55	31 10	25 30
1878	66 40	26 45	51 00	79 15	92 20	247 55	160 35	249 15	170 30	111 40	1 45	24 35
1879	93 30	81 30	92 00	84 10	298 15	183 50	142 45	151 10	93 00	64 15	76 35	212 45
1880	122 55	140 00	87 05	110 25	174 00	104 00	245 00	292 30	130 10	42 30	55 05	69 00
1881	80 45	120 30	41 35	36 45	95 50	191 20	183 20	325 40	169 30	68 35	52 10	29 35
1882	148 00	119 10	115 55	124 00	63 15	84 40	230 10	183 20	155 45	136 15	41 35	46 05
1883	126 25	79 40	97 45	80 30	131 40	225 50	230 10	125 05	162 20	105 45	45 55	108 30
1884	133 50	151 35	120 35	60 30	81 35	81 35	221 25	306 05	111 05	34 40	40 30	196 10
1885	153 10	79 40	105 20	58 40	152 50	127 35	221 10	218 55	80 20	76 20	74 15	96 05
Total	1,928 00	1,483 05	1,498 20	1,388 40	1,960 21	3,130 05	3,918 13	3,992 45	2,258 00	1,114 00	762 55	1,543 00
Average	3½ days.	3 days.	3 days.	2½ days.	3½ days.	6 days.	7½ days.	7½ days.	4 days.	2½ days.	1½ days.	3 days.

# St. John, N.B., Pilotage Investigation.

## APPENDIX No. 3.

COMPILED STATEMENT showing the number of hours and the causes for which the Machias Seal Island Fog-Whistle sounded during the months of November, December, January, February, March and April, for 1883 and 1884.

Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.											0.45	Snow.
2.					0.20	Snow.	13.00	Snow.	2.30	Snow.	14.40	Fog and rain.
3.			6.00	Rain.	15.50	Snow.	0.25	Snow.			8.10	Fog.
4.			4.00	Snow.	1.05	Snow.	13.10	Snow.				
5.	1.25	Fog.			9.45	Vapour.	13.15	Snow.	1.00	Snow.		
6.	2.15	Fog.			9.05	Vapour.	21.00	Fog and rain.	5.45	Snow.		
7.							4.30	Snow.	4.15	Snow.		
8.			0.30	Fog.	17.45	Snow.			21.30	Snow.	2.30	Snow.
9.	4.00	Fog.	7.15	Fog.	5.15	Fog.	13.45	Snow.	11.25	Snow.	7.40	Fog.
10.	5.00	Fog.	7.15	Rain.	8.45	Snow.	1.00	Fog.	6.20	Sleet.	6.55	Sleet.
11.					1.30	Snow.	1.30	Snow.	1.00	Snow.	2.30	Snow.
12.	3.10	Fog.			3.00	Vapour.	22.30	Snow.	4.40	Fog.		
13.					6.00	Sleet.	20.40	Fog.				
14.	0.30	Snow.	2.00	Fog.					11.45	Snow.		
15.			6.05	Snow.	1.00	Vapour.					16.25	Fog.
16.	2.10	Snow.	10.30	Vapour.			0.40	Fog.	4.30	Snow.	21.10	Fog.
17.			13.50	Snow.	5.50	Snow.	15.10	Fog.	0.45	Sleet.	11.30	Fog.
18.			1.00	Snow.	16.50	Snow.	3.55	Snow.			14.10	Fog.
19.			9.50	Vapour.	22.20	Snow.	9.30	Fog.	6.35	Snow.	12.15	Fog.
20.	10.15	Fog.			6.30	Snow.						
21.	2.20	Fog.	21.45	Vapour.			4.35	Snow.			16.50	Fog.
22.	4.00	Fog.	9.30	Vapour.			13.15	Snow.			1.20	Fog.
23.	9.25	Fog.	24.00	Snow.	6.50	Fog.	3.10	Snow.	15.05	Fog.		
24.	2.35	Fog.	24.00	Snow.	8.00	Snow.						
25.			4.50	Snow.							3.05	Rain.
26.			1.15	Snow.					20.30	Fog.		
27.	5.30	Fog.	1.00	Rain.	2.35	Vapour.	10.00	Snow.	13.40	Fog.	3.05	Fog.
28.			6.50	Snow.			19.30	Snow.			6.20	Fog.
29.					0.30	Snow.			1.00	Snow.		
30.	3.10	Fog.	8.00	Snow.	12.40	Fog.			3.00	Snow.		
31.			11.20	Snow.								
	55.45		181.05		160.25		213.40		135.15		149.20	

APPENDIX No. 3.—Continued. Return of Machias Seal Island Fog-Whistle, 1884 and 1885.

Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.....	.....	.....	.....	.....	7.40	Snow.	8.55	Fog.	5.00	Sleet.	4.20	Fog.
2.....	.....	.....	.....	.....	7.25	Snow.	.....	.....	10.35	Fog.	17.25	Fog.
3.....	.....	.....	.....	.....	13.00	Vapour.	10.30	Vapour.	.....	.....	14.15	Fog.
4.....	.....	.....	.....	.....	1.35	Snow.	.....	.....	6.45	Snow.	5.10	Fog.
5.....	8.40	Fog and rain.	5.00	Fog.	15.20	Snow.	11.05	Fog.	.....	.....	0.30	Snow.
6.....	.....	.....	0.25	Rain.	.....	.....	19.35	Fog.	.....	.....	.....	.....
7.....	.....	.....	11.50	Rain.	2.40	Hail.	.....	.....	.....	.....	.....	.....
8.....	.....	.....	.....	.....	.....	.....	2.00	Fog.	22.05	Snow.	8.00	Fog.
9.....	.....	.....	.....	.....	8.55	Fog.	2.00	Fog.	5.30	Snow.	2.15	Fog.
10.....	.....	.....	.....	.....	0.40	Fog.	2.15	Fog.	5.35	Snow.	.....	.....
11.....	.....	.....	.....	.....	3.05	Snow.	14.35	Fog.	.....	.....	.....	.....
12.....	.....	.....	.....	.....	.....	.....	.....	.....	0.15	Snow.	.....	.....
13.....	.....	.....	.....	.....	.....	.....	.....	.....	2.25	Snow.	8.25	Snow.
14.....	.....	.....	.....	.....	.....	.....	.....	.....	2.15	Rain.	1.00	Fog.
15.....	.....	.....	.....	.....	.....	.....	.....	.....	9.00	Fog.	.....	.....
16.....	.....	.....	.....	.....	.....	.....	.....	.....	1.30	Snow.	.....	.....
17.....	.....	.....	.....	.....	7.20	Snow.	13.45	Snow.	1.35	Snow.	.....	.....
18.....	.....	.....	.....	.....	5.10	Snow.	15.00	Sleet.	16.15	Snow.	.....	.....
19.....	1.00	Snow.	.....	.....	.....	.....	.....	.....	1.45	Snow.	.....	.....
20.....	11.30	Rain and fog.	13.50	Snow.	.....	.....	.....	.....	.....	.....	.....	.....
21.....	.....	.....	6.15	Snow.	.....	.....	.....	.....	.....	.....	.....	.....
22.....	.....	.....	18.10	Vapour.	.....	.....	.....	.....	.....	.....	.....	.....
23.....	.....	.....	24.00	Vapour.	.....	.....	.....	.....	.....	.....	.....	.....
24.....	0.45	Fog.	19.30	Vap' & snow.	1.50	Snow.	15.20	Vapour.	.....	.....	.....	.....
25.....	.....	.....	5.30	Fog.	.....	.....	10.45	Vapour.	.....	.....	.....	.....
26.....	.....	.....	10.30	Snow.	.....	.....	9.00	Sleet.	5.00	Snow.	2.55	Snow.
27.....	.....	.....	16.40	Vapour.	.....	.....	6.40	Sleet.	.....	.....	8.20	Rain.
28.....	.....	.....	4.05	Vapour.	.....	.....	7.25	Snow.	.....	.....	.....	.....
29.....	3.50	Fog.	.....	.....	.....	.....	21.15	Snow.	.....	.....	.....	.....
30.....	7.55	Fog.	3.55	Fog.	.....	.....	11.15	Vapour.	6.40	Snow.	11.15	Fog.
31.....	.....	.....	5.50	Fog.	.....	.....	.....	.....	0.35	Snow.	4.00	Fog.
.....	.....	.....	9.30	Fog.	.....	.....	.....	.....	.....	.....	.....	.....
.....	43.30	.....	192.05	.....	74.40	.....	193.55	.....	102.55	.....	87.50	.....



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Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.												
2.			5.30	Snow.	1.20	Snow.	16.00	Snow.	1.25	Snow.		
3.			2.50	Vapour.	15.10	Snow.	1.05	Vapour.			2.00	Rain.
4.					1.00	Vapour.	0.15	Snow.				
5.			4.50	Snow.			11.00	Snow.				
6.					5.35	Vapour.	3.50	Fog.				
7.					5.25	Vapour.						
8.							5.50	Snow.			1.55	Snow.
9.					12.40	Rain.	16.50	Snow.			6.45	Fog.
10.							2.15	Snow.			12.23	Snow.
11.	3.00	Fog.			3.15	Snow.					1.50	Snow.
12.					2.00	Vapour.	11.00	Snow.				
13.					2.25	Snow.	9.35	Snow.				
14.	3.30	Sleet.			3.45	Vapour.	19.20	Vapour.				
15.			10.10	Vapour.								
16.					4.30	Vapour.					13.25	Rain.
17.	2.45	Snow.	13.30	Snow.			12.50	Snow.			14.18	Fog.
18.			2.15	Snow.	4.15	Snow.	3.00	Snow.			2.45	Rain.
19.			4.25	Snow.	14.25	Snow.	10.25	Snow.			7.05	Rain.
20.					3.00	Snow.					7.50	Fog.
21.	17.35	Fog.					3.15	Snow.			17.35	Fog.
22.			13.10	Snow.								
23.	0.20	Fog.	2.30	Snow.			3.15	Snow.				
24.	7.30	Fog.	24.00	Vapour.			5.55	Rain.				
25.	1.50	Fog.	24.60	Vapour.			2.15	Vapour.				
26.			7.00	Snow.								
27.												
28.	5.15	Rain.	0.15	Snow.			12.55	Snow.			9.40	Fog.
29.			7.45	Snow.			9.30	Snow.			0.50	Fog.
30.			4.20	Snow.	4.05	Vapour.						
31.	6.05	Snow.	3.30	Snow.	13.40	Snow.						
	47.50		130.00		96.30		158.05		110.07		98.21	

APPENDIX No. 3.—Continued. Return of Head Harbour Fog-Whistle, 1884 and 1885.

DATE.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.....	2 23	Snow.			1 17	Snow.	4 38	Snow.	4 25	Snow.		
2.....					2 30	Vapour.	4 00	Vapour.	11 20	Rain.	10 40	Fog.
3.....					10 15	Vapour.	12 00	Vapour.			7 20	Rain.
4.....									8 40	Snow.	8 00	Fog.
5.....	10 45	Fog.							0 12	Snow.	2 05	Snow.
6.....					11 40	Rain.	19 25	Snow.				
7.....			14 22	Rain.	19 20	Snow.			11 25	Snow.	10 05	Rain.
8.....			1 25	Snow.	1 05	Snow.			4 18	Snow.	3 00	Fog.
9.....									9 22	Snow.		
10.....			4 30	Snow.			9 00	Rain.	0 50	Snow.		
11.....					8 35	Rain.			5 00	Snow.	5 15	Fog.
12.....												
13.....			10 25	Rain.	12 10	Snow.	3 45	Snow.	7 30	Snow.		
14.....					2 00	Snow.	4 10	Snow.	0 20	Snow.		
15.....			11 40	Snow.	1 16 06	Snow.	1 48	Snow.				
16.....			6 30	Snow.								
17.....			16 50	Vapour.					17 50	Snow.		
18.....			24 00	Vapour.					2 00	Snow.		
19.....			24 00	Vapour.								
20.....	12 20	Snow.	19 00	Vapour.	15 35	Vapour.						
21.....			2 00	Fog.	11 27	Vapour.	1 10	Snow.				
22.....			10 45	Snow.	8 10	Snow.	1 45	Snow.				
23.....			9 20	Snow.	3 40	Snow.			1 50	Snow.		
24.....	5 18	Snow.			0 35	Snow.					2 15	Fog.
25.....												
26.....			4 25	Vapour.								
27.....			4 08	Rain.	19 17	Snow.						
28.....	4 00	Rain.	3 00	Rain.	11 00	Vapour.			6 30	Snow.		
29.....	14 10	Rain.	2 05	Rain.					1 15	Snow.		
30.....			13 40	Fog.								
31.....	49 56		182 05		154 42		61 41		92 57		48 40	

# St. John, N.B., Pilotage Investigation.

APPENDIX No. 3.—Continued. Return of Point Lepreaux Fog-Whistle, 18-3 and 1884.

Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.....												
2.....			8.20	Snow.	1.05	Snow.	9.15	Snow.				
3.....					6.30	Snow.	8.20	Snow.				
4.....			1.30	Snow.								
5.....												
6.....												
7.....					1.45	Vapour.			4.15	Snow.		
8.....							14.45	Snow.	1.00	Snow.		
9.....							7.55	Snow.	13.20	Snow.		
10.....									1.10	Snow.		
11.....											5.45	Snow.
12.....												
13.....	2.00	Snow.					5.45	Snow.	1.30	Snow.		
14.....					5.00	Snow.	24.00	Fog.	1.25	Fog.		
15.....	4.30	Snow.	3.30	Vapour.					7.25	Snow.		
16.....			14.00	Snow.					6.40	Snow.	15.45	Smoke.
17.....												
18.....			4.00	Snow.			7.30	Snow.				
19.....					8.25	Snow.						
20.....	5.00	Smoke.							2.30	Snow.		
21.....			12.30	Snow.								
22.....	8.15	Fog.										
23.....			12.00	Vapour.								
24.....			13.30	Vapour.	1.15	Snow.			13.00	Fog.		
25.....												
26.....												
27.....												
28.....			1.00	Snow.			12.30	Snow.				
29.....			15.40	Snow.			5.15	Snow.	1.45	Fog.	1.00	Fog.
30.....	4.10	Snow.										
31.....												
	23.55		86.00		24.00		95.15		54.00		35.30	

## APPENDIX No. 3.—Continued. Return of Point Lepreaux Fog-Whistle, 1884 and 1885.

Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.					12.20	Fog.	5.00	Snow.				
2.							3.30	Vapour.			8.00	Fog.
3.							10.30	Snow.				
4.					24.00	Fog.					4.30	Fog.
5.	6.05	Fog.										
6.												
7.												
8.												
9.												
10.			2.35	Snow.					4.00	Snow.		
11.												
12.												
13.									1.30	Snow.		
14.												
15.												
16.												
17.			9.25	Snow.	10.00	Snow.	3.00	Snow.				
18.			2.15	Snow.								
19.			3.00	Vapour.								
20.			12.00	Vapour.					12.15	Snow.		
21.	5.10	Fog.	12.35	Vapour.					4.15	Snow.		
22.			5.00	Fog.	6.00	Vapour.						
23.					5.20	Vapour.						
24.	1.20	Fog.	18.05	Fog.	9.20	Snow.						
25.												
26.												
27.												
28.			10.10	Fog.	15.15	Snow.			2.00	Snow.		
29.												
30.	2.15	Rain.							5.00	Snow.		
31.												
	14.50		75.05		93.25		22.00		36.15		12.30	

## St. John, N.B., Pilotage Investigation.

Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.....												
2.....	2.30	Haze.	5.40	Rain.			13.55	Fog.				
3.....	0.45	Smoke.	9.40	Snow.			1.00	Snow.	0.25	Snow.		
4.....					5.45	Snow.						
5.....			3.40	Smoke.	8.15	Vapour.	4.20	Snow.				
6.....					6.30	Vapour.	13.20	Fog.				
7.....			3.00	Smoke.					2.50	Snow.		
8.....							6.00	Smoke.	13.30	Snow.		
9.....	0.45	Smoke.	4.15	Rain.	3.20	Snow.	16.55	Snow.	16.30	Snow.		
10.....	1.00	Fog.					10.30	Snow.	9.10	Snow.	10.10	Snow.
11.....					4.45	Snow.						
12.....					1.00	Snow.			19.45	Snow.	3.10	Land fog.
13.....					5.15	Vapour.	14.05	Snow.	1.45	Fog.		
14.....	5.00	Snow.	0.25	Rain.	5.30	Snow.	20.40	Fog.				
15.....					1.45	Vapour.			10.15	Snow.	1.30	Smoke.
16.....	4.30	Snow.	10.30	Vapour.	6.50	Vapour.						
17.....			15.00	Snow.					8.10	Snow.	3.30	Fog.
18.....			3.10	Smoke.	3.15	Snow.	8.30	Fog.	1.00	Snow.	4.30	Rain.
19.....	2.30	Smoke.	5.00	Snow.	9.10	Snow.	1.40	Snow.	2.00	Smoke.	4.00	Rain.
20.....	11.30	Land fog.			6.35	Snow.	2.00	Rain.	5.15	Snow.	4.00	Land fog.
21.....	0.30	Fog.	2.20	Vapour.	7.00	Vapour.					17.10	Smoke.
22.....	2.15	Fog.			5.50	Land fog.	4.45	Snow.			11.50	Fog.
23.....	10.15	Fog.	9.00	Vapour.			5.15	Rain.				
24.....	0.25	Rain.	21.15	Vapour.	4.00	Rain.	4.00	Snow.	17.00	Fog and rain.		
25.....			2.00	Snow.	7.15	Snow.			1.00	Fog.	0.30	Rain.
26.....					6.35	Vapour.						
27.....	1.40	Rain.										
28.....			6.20	Snow.	5.45	Vapour.	9.30	Snow.	10.15	Mist.	5.20	Fog.
29.....					11.30	Vapour.	5.30	Snow.	0.45	Snow.	4.50	Fog.
30.....	2.20	Snow.	4.30	Snow.	0.20	Snow.						
31.....			2.45	Snow.	12.30	Fog.						
	45.55		108.30		128.40		141.55		120.35		70.30	

APPENDIX No. 3.—*Continued.* Return of Partridge Island Fog-Whistle, 1884 and 1885.

Date.	November.		December.		January.		February.		March.		April.	
	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.	H. & M.	Cause.
1.....			1.30	Smoke.			14.25	Land fog.	7.25	Land fog.	4.40	Rain and fog.
2.....			7.45	Smoke.			7.15	Snow.	2.05	Rain.	10.10	Sheet
3.....							1.30	Vapour.			1.15	Rain.
4.....	3.20	Rain and fog.	4.45	Smoke.	8.45	Snow.	10.15	Snow.	7.20	Smoke.	4.30	Rain.
5.....			5.55	Rain.	20.30	Fog.	3.45	Snow.			12.20	Snow.
6.....			2.00	Snow.	1.20	Snow.	8.00	Snow.			4.30	Rain.
7.....			3.00	Snow.	1.00	Fog.			2.30	Snow.	2.00	Fog.
8.....					2.55	Fog.	3.00	Rain.	5.00	Snow.	0.45	Smoke.
9.....	3.00	Smoke.			6.00	Rain.			5.45	Snow.		
10.....			8.30	Snow.					1.35	Snow.	6.55	Land fog.
11.....							6.45	Snow.	6.30	Snow.		
12.....	2.10	Haze.			8.15	Snow.	2.30	Vapour.	7.15	Land fog.		
13.....			2.00	Vapour.			3.35	Snow.				
14.....			11.00	Snow.			10.10	Snow.	16.00	Snow.		
15.....			6.30	Snow.								
16.....			11.45	Snow.	14.45	Snow.	0.45	Land fog.	7.45	Snow.		
17.....			8.30	Snow.			2.30	Snow.				
18.....			6.00	Vapour.			0.30	Snow.				
19.....	14.30	Snow.	19.40	Vapour.	6.55	Snow.						
20.....			17.55	Vapour.	16.30	Vapour.						
21.....			5.30	Rain.	10.00	Vapour.						
22.....			5.00	Fog.	7.30	Snow.						
23.....			6.15	Snow.	9.45	Snow.	0.50	Land fog.	6.45	Snow.	1.00	Smoke.
24.....	5.10	Rain.	10.00	Snow.	4.30	Snow.	3.35	Land fog.	1.15	Fog.	5.15	Snow.
25.....	2.00	Rain.	22.45	Vapour.								
26.....			7.50	Haze.	23.00	Vapour.						
27.....			4.00	Haze.	10.00	Vapour.						
28.....			2.00	Fog.								
29.....	10.20	Rain.	16.00	Fog.	1.30	Land fog.						
30.....												
31.....	40.30		199.35		153.10		79.40		86.20		59.40	

# St. John, N.B., Pilotage Investigation.

## APPENDIX No. 4.

COMPILED STATEMENTS of Fog, Snow, Vapour, Rain and Smoke in the Bay of Fundy, for the months of November, December, January, February, March, and April, from 1880 to 1886.

### NOVEMBER.

	Fog.	Snow.	Vapour.	Rain.	Smoke.
	h. m.	h. m.	h. m.	h. m.	h. m.
1880 .....	11.55	18.55	.....	5.55	18.20
1881 .....	16.35	2.40	.....	32.55	.....
1882 .....	13.15	21.30	.....	.....	6.50
1883 .....	26.00	11.50	.....	2.05	6.00
1884 .....	2.40	14.30	.....	18.10	5.10
1885 .....	20.50	2.00	.....	43.15	8.10
1886 .....	.....	.....	.....	.....	.....
Total .....	91.15	71.15	.....	102.20	44.30

### DECEMBER.

1880 .....	.....	53.30	7.50	7.40	.....
1881 .....	7.30	11.55	.....	4.40	9.30
1882 .....	.....	35.50	2.40	2.30	5.05
1883 .....	.....	66.30	21.50	10.40	9.50
1884 .....	22.00	42.30	78.50	22.25	33.40
1885 .....	9.00	58.15	12.15	12.45	3.10
1886 .....	.....	.....	.....	.....	.....
Total .....	38.30	268.30	124.05	56.40	61.15

### JANUARY.

1880 .....	.....	.....	.....	.....	.....
1881 .....	7.45	49.15	21.00	2.45	.....
1882 .....	4.15	90.10	44.20	2.00	7.15
1883 .....	14.35	53.55	57.05	.....	1.00
1884 .....	36.20	52.05	45.25	.....	.....
1885 .....	.....	.....	.....	.....	.....
1886 .....	9.30	57.35	67.20	43.30	8.00
Total .....	72.25	303.00	235.10	48.15	16.15

### FEBRUARY.

1880 .....	.....	.....	.....	.....	.....
1881 .....	25.20	77.45	.....	13.35	4.10
1882 .....	11.05	95.25	6.20	3.20	3.00
1883 .....	12.25	43.15	.....	24.00	.....
1884 .....	65.35	75.40	.....	7.15	3.25
1885 .....	.....	.....	.....	.....	.....
1886 .....	13.55	57.05	98.25	42.40	3.30
Total .....	128.20	348.10	104.45	90.50	19.05

## APPENDIX No. 4.—Compiled statement of fog, snow, smoke, vapour, &amp;c.—Continued.

## MARCH.

1880.....	7.35	25.15		9.45	
1881.....	16.30	76.00	2.00	17.35	2.30
1882.....	2.50	68.35		26.20	
1883.....	16.30	83.40		10.15	10.10
1884.....					
1885.....	17.20	119.05	4.00	17.50	
1886.....					
Total.....	60.45	373.05	6.00	81.45	12.40

## APRIL.

1880.....	8.20	20.55		7.30	
1881.....	39.15	71.15		13.30	
1882.....	49.30	21.55		7.25	
1883.....	22.40	10.10		9.00	18.40
1884.....					
1885.....	99.50	9.30	.50	5.15	2.30
1886.....					
Total.....	219.35	133.45	.50	42.40	21.10

## AVERAGES.

	Fog.	Snow.	Vapour.	Rain.	Smoke.
	h. m.	h. m.	h. m.	h. m.	h. m.
November.....	15 12	11 52		17 03	7 15
December.....	6 25	44 45	20 40	9 27	10 13
January.....	12 04	50 30	39 10	8 02	2 43
February.....	21 23	58 02	17 28	15 08	3 11
March.....	10 08	62 11	1 00	13 38	2 07
April.....	36 36	22 18	0 10	7 07	3 31
Sums.....	101 48	249 38	78 28	70 25	20 00
Means.....	16 58	41 36	13 04	11 48	4 59
Or per day.....	0 34	1 23	0 26	0 23	0 10

## APPENDIX No. 5.

(Letter from Capt. W. A. Robinson.)

ST. JOHN, 4th December, 1886.

The St. John Board of Trade.

GENTLEMEN,—Having read various reports in the papers concerning the Bay of Fundy, I, as a seaman and mate employed in the coasting and foreign trade of the Bay of Fundy, from 1819 to 1824, and from that time until 1862 as master of St. John and other ships in foreign trade, beg leave to make some statements concerning the navigation of the Bay of Fundy.



## St. John, N.B., Pilotage Investigation.

In my many years' experience I have not met with any trouble from fogs, tides, shoals or shores. On one occasion (while mate) I returned to St. John in an English vessel, the master of which had never been in the Bay of Fundy. He consulted me on the dangers of navigating the bay. I recommended him to make Cape Sable bank, and from that point, with attention to the soundings, he could avoid all the impediments that lay in his way, and with my assistance brought his vessel to anchorage near Musquash. On nearing the bay we obtained a St. John pilot.

My many years' experience warrants me in affirming that the Bay of Fundy can be navigated with as much ease and safety in summer fogs and winter snows as any other port in North America, notwithstanding all the unfavourable reports of ignorant or prejudiced persons.

In respect of the great rise and fall of tides, they are a great convenience and no obstruction to navigation. I have never met those various and uncertain currents so much spoken of, and, consequently, dreaded by strangers. As to charts, I prefer to use the British Admiralty publication.

The rocks and shoals in the Bay of Fundy are all within the line of soundings, and with proper attention with the lead may be avoided, there being a clear channel of 182 miles on a direct course from Cape Sable bank to St. John harbour. I ask my brother shipmasters to pardon me recommending to them to be more attentive in the use of the lead, and they would avoid many of the rocks and shoals on which they have been wrecked.

I am, yours truly,

W. A. ROBINSON.

### APPENDIX No. 6.

*(Letter from Capt. David Boddie.)*

ST. JOHN, N. B., 4th December, 1886.

The St. John Board of Trade.

GENTLEMEN,—In reply to your note of yesterday, asking me to give my opinion as to safety of the Bay of Fundy for navigation, both in summer and winter, as to the regularity of the tides, and the inconvenience experienced from fog in the summer time, I beg to say with respect to the fogs, by paying strict attention to the ship's course and the state of the tide at the same time, I never lost an hour's time in making a passage on account of fog in the Bay of Fundy. With respect to the tides, I have always found them very regular, only in the spring of the year, when the freshet from the river is running, I have found the ebb tide much stronger on the western side of the bay than the flood, which in thick weather must be guarded against.

With respect to rocks and dangers in the bay, I know of none but what are clearly laid down in the Admiralty charts, and can be easily avoided by using proper precaution and care, which is necessary for the safe navigation of shipping, approaching, entering or leaving any coast, bay or harbour. With respect to my experience in navigating the Bay of Fundy, as a master, I commenced 15th June, 1840, in command of the bark "Abeona," belonging to the firm of Milby & Thomas; the said vessel drew twenty feet of water when loaded, and was run between St. John and London for four years. I never met with an accident in the Bay of Fundy, except one slight collision in the summer of 1846, while in command of the brigantine "Mary," bound down the bay in the fog. From 1847 to 1854 I had charge of a brigantine called the "P. I. Nevius," during seven years in the coasting trade between St. John

and Alexandria, Va. During the seven years I navigated the Bay of Fundy, both summer and winter, I never felt any more inconvenience in navigating the bay than upon any other coast. In the winter of 1851 the River Potomac was frozen over in the month of February, and I had a good deal of difficulty and loss of time in getting out, and had to get the assistance of an ice-breaking tug-boat. When I arrived at St. John, N. B., I was glad to find a splendid harbour all clear of ice or any other impediment to enter it, and with the assistance of a pilot any vessel could beat or sail into the harbour and up to the wharf, as the wind suited, and during the seven years the said vessel run between this port and Alexandria, Va., I never required the assistance of a tug-boat in the harbour. Since that date I have commanded several vessels, running out of this port, and have never had an accident in the Bay of Fundy or felt any inconvenience in navigating it. In 1877 I retired from the business.

Trusting that these explanations and my simple experience may be of use to you.

I am, yours truly,

DAVID BODDIE, M. M.

#### APPENDIX No. 7.

*(Letter from Capt. B. B. Bustin.)*

St. JOHN, 9th December, 1886.

The St. John Board of Trade.

GENTLEMEN,—Having followed the sea for over half a century, and during that time having sailed out of St. John regularly from four to five times a year for ten years, and often afterwards, I can give an opinion of the Bay of Fundy from long experience. During the period from 1835 to 1845 I sailed between here and the West Indies as master of a vessel, and never met with the slightest accident in the Bay of Fundy. At that time we had longer spells of and thicker fog than now, and there were only five or six lights in the bay; yet, by keeping a man on the look-out and lead going, I found no trouble in coming up the bay. I have time and again entered the Bay of Fundy in a dense fog, and never seen land till I made the port of St. John. Several times I have come up the harbour on a cold winter night in a heavy gale, when it was impossible to get a pilot, and that too without any great difficulty, although there were no buoys in the harbour. With our numerous light-houses, fog-horns and buoys now in use, it is an easy matter to make our port. I would far rather take my chances in the Bay of Fundy, making for St. John in fog, snow or storm, than to enter the ports of Boston or Portland under the same conditions. The Bay of Fundy is a safe bay, for one can always have plenty of drift and can readily tell where he is by the soundings. I consider St. John to be easier of access than any other port on the Atlantic coast.

B. B. BUSTIN.

## St. John, N.B., Pilotage Investigation.

### APPENDIX No. 8.

*(Letter from Capt. Joseph Pritchard.)*

ST. JOHN, N.B., 13th December, 1886.

The St. John Board of Trade.

GENTLEMEN,—I have frequently come to the Bay of Fundy for twenty-eight years, and sometimes about five days before arriving in port, could not get a meridian altitude, and, consequently, had to trust entirely to the lead and distance. I have always found soundings on Sable Island bank transparent sand, and the deep water soundings between the banks and the coast of Nova Scotia always mud bottom.

La Have bank the lead strikes hard on a very fine sand at from forty to fifty fathoms, and on the east of Cape Sable the bottom is rocky, and, when on the bank, coarse sand, and as we approached the west side of Cape Sable bank the sounding is black gravel and shells; then the bay is open to the north, but it is best to keep on to the westward until the water deepens to seventy, eighty or ninety fathoms, and after that to get on the edge of the bank and sail parallel to the edge in about fifty fathoms until abreast of the Lurcher, when the water will shoal to about thirty-five fathoms, and by keeping on the same course the water will get deeper, and not to get into less than fifty fathoms till you get abreast of Brier Island. The shoal water at the Lurcher will indicate the distance up the bay, and, consequently, the distance to run till abreast of Brier Island, and in about eighty to ninety fathoms, when we can shape our course north-east by north for Partridge Island. By keeping a good look-out we often see the land from the masthead, over the fog, when you cannot see much more than the length of the ship from the deck, and in very cold weather, in the winter, the vapours seldom rise higher than the ships lower masthead. In the sailing directions the method of taking the passage is up west of Grand Manan, but I always preferred the east of Grand Manan, as it is much the shorter, and I have never had an accident. In beating along the south coast of Nova Scotia, in a fog or vapour with the wind south-west, I would not stand in shore nearer than forty fathoms of water.

As far as the vapour or fog is concerned, going to Boston or Portland you have the same to contend with.

J. PRICHARD.

### APPENDIX No. 9.

*(Letter from Capt. D. Smalley.)*

ST. JOHN, N.B., 4th December, 1886.

The St. John Board of Trade.

GENTLEMEN,—During the past forty-six years I have been engaged as master of vessels trading between the western part of Nova Scotia and the port of St. John (ten years of which we carried the mails between those places during the winter months), and have had ample opportunity to judge of the safety of the navigation of the Bay of Fundy. I have had no difficulty during all that time, even in foggy weather, and long before there were any fog-whistles, in making our trips regularly, sometimes five in a month, never once having touched bottom.

I consider the harbour of St. John exceptionally easy of access, and safe to enter at any time of tide.

Yours truly,

DANIEL SMALLEY.

## APPENDIX No. 10.

*(Letter from Capt. J. J. Brown.)*

CHATHAM, N. B., 16th January, 1887.

The St. John Board of Trade.

GENTLEMEN,—A good deal is written and said just now about St. John, N. B., as being a good winter port for steamers. I can vouch for the navigation of the Bay of Fundy, if proper caution is used, that is to say, in thick weather, get sounding on Cape Sable bank, on shore soundings in about 30 fathoms, and with a steaming ship there is no trouble in running along the edge, and as soon as you get off the bank you will be in the rips of Brier Island; then shape your course for the harbour of St. John, N. E. by N., and as soon as the shore soundings are reached you will get from twenty-five to thirty fathoms. If at daylight, the water has a reddish cast.

As an old shipmaster who sailed between St. John and the British ports for ten years in the "Lisbon" and "John Owens," and in the days when the St. John fleet in the London and Liverpool trade embraced such fine ships as the "Peter Maxwell," "Imperial," "John Barbour," "John Duncan," "Lampedo," "Harmonides," (which latter I commanded for a time) and others, I am at a loss to understand how it has come about that the Bay of Fundy is looked upon as presenting any especial difficulties to competent navigators. The tides are simple, up and down, the soundings even, and safe to get hold of, and the approach to St. John harbour free, open and unobstructed. I may say that I always felt as safe and sure of my position, making for and sailing up the Bay of Fundy, as I did in either the English or St. George's Channel, while St. John harbour, being more contiguous to the open bay than most of the principal ports of either side of the Atlantic are to their deep water approaches, it seems to me, from a sailing-master's standpoint, it is one of the most desirable and safe known. In all my navigation of the Bay of Fundy I never found any difficulties and never had any mishap. Of course, strict attention to the lead is required in thick weather. In winter there is no more fog in the Bay of Fundy than elsewhere.

J. J. BROWN,  
Shipmaster.

## APPENDIX No. 11.

*(Letter from Capt. Hill, of the "Ulunda" of the Furness Line.)*

HALIFAX, 29th December, 1886.

The St. John Board of Trade.

GENTLEMEN,—Having been asked by you to express my views for the benefit of the Board of Trade, respecting the waters we navigate between this port and St. John, I beg to report as follows: Since the 1st of May last (1886) I have made five round trips to St. John. Twice out of the five I encountered fog from the time of leaving Halifax until I was in the Bay of Fundy so far as Brier Island. From that place to St. John I had clear weather.

Three times I had clear weather the entire passage. On my return I experienced clear weather the whole five trips from time of leaving St. John until I arrived at Halifax.

## St. John, N.B., Pilotage Investigation.

The coast from here (Halifax) to Cape Sable is well lit, also the approach to Bay of Fundy; and good fog signals are provided for thick weather. Soundings I consider reliable; currents rapid, causing the navigator great anxiety in thick weather, but through sound judgment and careful study on the part of the navigator, Partridge Island should be reached with safety through the thickest weather.

Referring to my personal experience during the five trips I have made to St. John and return, I cannot but report most favorable so far as the navigation part is concerned.

Yours faithfully,

R. S. HILL,  
Master SS. "Utunda."

### APPENDIX No. 12.

*(Letter from Capt. S. H. Pike, late of the I. SS. Line.)*

The St. John Board of Trade.

GENTLEMEN,—I have been engaged with the International Steamship Company, as pilot and as master, running their steamers between Boston and St. John, touching at Portland and Eastport, for the last thirty years, prior to which time I was engaged in the coasting and West India trade. I consider the Bay of Fundy as easy of approach and as safe for navigation as any portion of the North Atlantic coast at any season of the year and in all weathers. The snow storms, in my opinion, are not more severe in the Bay of Fundy than they are in the vicinity of Portland and Boston, while these cities also have a pretty large share of fog; still, it always seemed to me that fog had a great love for St. John, and made its visits too long. But, notwithstanding this, *I know of no place I would rather approach on the coast, in fog or bad weather.* The courses of the West Channel (I am not so familiar with the South) are few and simple, and can be run without any great risk by a good pilot. I know of no bay on the North Atlantic coast so clear of obstructions to navigation as the Bay of Fundy from Moos-a-Peck or Moss Peck, so called, on the coast of Maine, to Partridge Island (mouth of St. John harbour).

During the whole thirty years of my experience, making one or two trips per week in all seasons of the year, and in all kinds of weather, I met with but one accident in the Bay of Fundy, viz., while master of the "State of Maine," at Point Lepreaux. This accident I regard as exceptional, and I attribute it to the Point Lepreaux whistle not being in its proper place. It has since been placed in the right position. The fog-whistle is a grand invention, if well attended.

The shores of the bay are generally high, and even in foggy weather we can frequently get sight of land, either from deck or from masthead, but we are never delayed by this, having run our course on usual time and speed, we make our points carefully, and take our departure. Our passages have been made with remarkable regularity, as all know who are acquainted with the line.

In my opinion, steamers or vessels of any kind can approach or leave St. John any time of the year, and in all weathers, with as much safety as any port on the North Atlantic coast.

The harbour of St. John is never frozen, and field ice in the bay is much less frequent than on the coast.

S. H. PIKE.

## APPENDIX No. 12 B.

*(Letter from Capt. Edward Smith.)*

STEAMER "DAMARA," HALIFAX, 31st January, 1887.

The Board of Trade, St. John.

GENTLEMEN,—I have much pleasure in sending you a brief report of my experience in the Bay of Fundy and harbour of St. John.

I have just recently made two voyages to St. John, and experienced thick weather on both occasions, notwithstanding which I found my way safely into the bay and up to St. John.

I call St. John a good port, and the soundings are splendid for navigating a vessel up the bay and right into the harbour. They are so reliable that any competent person can easily find the way into the bay and up to St. John in the thickest and darkest night there can be.

I remain, yours truly,

EDWARD SMITH,  
Master.

## APPENDIX No. 13.

*(Statement from Capt. Chas. S. Taylor, Harbour Master of St. John.)*

The St. John Board of Trade.

GENTLEMEN,—I was about twenty years a pilot in the Bay of Fundy. I have brought many steamships up the Bay of Fundy in the summer time; not many in the winter, as during the time I was pilot steamships did not come regularly from seaward in the winter, with the exception of the Allan Line. I would have no hesitation, as a pilot, in bringing any of the largest mail steamers to the port of St. John all through the year, summer or winter, but would prefer the winter, the atmosphere, as a rule, being more clear then. With a steamer drawing twenty-seven feet of water, the harbour of St. John can be entered about half flood. I consider a large ship safe at the railway wharf in any weather. I consider the corporation pier, however a safer wharf; the depth of water at that wharf is thirty feet at the south end and twenty-five feet at the north end, twelve feet from the pier. I consider the anchorage at Partridge Island, at the mouth of the harbour, excellent. The channel could be dredged to a sufficient depth for ships of any draught of water at low tide. I consider the John Robertson wharfs well suited for permanent wharfs for steamers of large size, and a very suitable wharf could be built at Sand Point, Carleton, by adding to the present, there being twenty-seven feet at low water springs. I consider the holding ground in the harbour to be very good. The steamer "Kansas" loaded at the railway pier, about three years ago, and she drew twenty-seven feet. At this time there were nine steamers in the harbour at one time, two of them respectively of 5,276 tons and 5,146 tons, and the other seven from 1,500 to 3,000 tons each. I consider the navigation of the Bay of Fundy as easy and safe as any place I know of; the running courses are few and simple, and the very few obstructions are hardly worth mentioning.

CHARLES S. TAYLOR,  
Harbour Master.

## St. John, N. B., Pilotage Investigation.

### APPENDIX No. 14.

*(Statement of Richard Cline, one of the St. John Branch Pilots.)*

ST. JOHN, 7th January, 1887.

The St. John Board of Trade.

GENTLEMEN,—I have 'aen about thirty-nine years a St. John pilot, and have been in the habit of taking charge of steam and sailing vessels outside of Brier Island, at the mouth of the Bay of Fundy. I have brought many steamers of the Anchor Line and others from Halifax, and some from New York, and I have brought many ships of war, both British and United States, into the harbour of St. John. I was pilot on board H. M. S. "Northampton," drawing twenty-six feet, from Halifax here in August, 1878. We harboured at Liverpool, N. S., Flagg's Cove, Grand Manan, Bliss Harbour, and Digby, and from thence to St. John, and then back to Halifax. The weather was thick most of the time. I had no difficulty. At the time of the Trent affair I brought several troop ships in here, boarding them in Halifax. I had the "Jura," the "Calcutta," the "Australasian," the "Adriatic" 5,355 tons, and many others were here that winter, brought in by other pilots. Thirty years ago last summer I piloted the United States steamer "Mississippi" from Eastport here; she drew twenty-two feet; the weather was thick; there was no fog alarms in the bay then, and we got along well enough, although the weather was thick. I also piloted the American ship "Great Republic," the largest merchant sailing ship ever built. We sailed up the bay and into this port, and came to anchor in the harbour without a tug. About three hours flood would be the time to enter the harbour with a ship drawing twenty-seven feet, and the same applies to Boston and Portland, Me. The navigation of the Bay of Fundy compares most favourably with other ports and places where I have been. If a ship of deep draught of water arrives off the harbour and has to wait for the tide, she can either anchor outside Partridge Island with safety (the anchorage being excellent) or she can lay off and on, there being plenty of sea room. I would rather approach St. John in bad weather than any other port along the coast. During the time I have been pilot, I have myself brought in two hundred steamships and have never had an accident with one of them. The aid of a tug is not necessary either in entering or leaving the port with steamships. The land of the bay shore is high, and one can always see it over the vapour occasioned by extreme cold weather. It can generally be seen also in foggy weather by going aloft. The soundings are good from Cape Sable into St. John, and one could come in during the densest fog by using the lead. The whistles are good and numerous, but when they cannot be heard, a pilot or captain can come up by soundings, which are very regular. From the usual track of Atlantic steamers bound to Portland and Boston, the navigation of the bay by the South Channel is plain and simple. It is a straight course from Brier Island to Partridge Island, say sixty miles. In fact, those steamers, by keeping on their regular course towards Portland and Boston a few extra miles west of Cape Sable more than is necessary to enter the bay, can then turn and make one straight course to Partridge Island, at the mouth of St. John harbour, and this without any obstructions within twenty miles of the line sailed after entering the bay. The South Channel is broad, being eighteen miles wide at its narrowest part, which is at the entrance of the bay, between Brier Island and the "Old Proprietor," so called. From this point inward it immediately widens to thirty-five or forty miles, which width it holds good all the way to St. John without obstruction of any kind. When piloting sailing ships out of the harbour I never anchored at the island to await a chance on account of the fog. I always went on, thick or clear, and would work my ship out South Channel, even beating out all the way if wind was ahead. I do not consider the tides dangerous by any means, but

one must, of course, have some knowledge of them when entering the bay. From Brier Island up the tides are very regular. There is never any ice in the harbour to interfere with or injure ships. There is never any field ice to contend with in the bay, even in the severest weather. There is about eighteen feet of water in the main channel eastward of Partridge Island at low water spring tides. This could be easily dredged if desired. It would be cut clear by the tide if the breakwater was extended to the island; that would make one of the most comfortable harbours this side of Europe.

RICHARD CLINE.

#### APPENDIX No. 14 B.

*(Letter from Samuel Rutherford, Pilot for the Bay of Fundy and Harbour of St. John.)*

The Committee of the Board of Trade.

GENTLEMEN,—I have been thirty-four years a pilot in the Bay of Fundy. I have been to sea altogether forty-two years, and have brought large steamers of heavy draught of water into the harbour of St. John. Vessels of this class can enter about half flood. I consider the navigation of the Bay of Fundy quite safe in the winter time—the weather being then clear, as a rule. I do not consider that vapour renders navigation unsafe, as it is very seldom so high as to obstruct the view of the land—it only prevails during northerly winds, and is of short duration. When coming here from Halifax I have often taken charge from that port. I have often brought ships through the channel between the north-west ledge and the “Old Proprietor,” by the lead, and have not seen the land. I consider the holding ground off Partridge Island to be as good as any known. The bottom in the main channel on entering this port is gravel and mud, and could be dredged for large ships. The average depth of water off the custom-house, at low water springs, is ten fathoms. I consider the harbour of St. John easy of access in any weather, as the courses from Cape Sable to St. John are few and very simple, and can be run with ease, ordinary care being observed in thick weather to keep the lead going. The soundings being very regular and pronounced, and the Bay of Fundy being admirably provided with light-houses, fog-whistles and automatic buoys, makes the chance of loss or damage very small indeed. I consider that the harbour of St. John and its approaches compare very favourably with any other harbour on this coast, as they never freeze over in winter, which cannot be said of any other harbour north of Hatteras.

SAMUEL RUTHERFORD.

#### APPENDIX No. 15.

*(Statement from Messrs. Scammell Bros., agents for Anchor Line Steamers.)*

The St. John Board of Trade.

GENTLEMEN,—In reply to your inquiry, we beg to advise that the Anchor Line of steamships commenced the service to this port in April, 1864, and continued to land their cargoes here until 1879, and during that period they did not meet with any disaster or experience any difficulty in navigating the Bay of Fundy, or in entering or leaving our harbour, at all seasons of the year; and, in support of this



## St. John, N.B., Pilotage Investigation.

statement, the owners (Messrs. Henderson Bros.) of this line, in February, 1869, memorialized the Government, Legislative Council and Assembly of the Dominion of Canada that they were prepared to conduct the postal service between Great Britain and New Brunswick, placing a large and powerful fleet of steamers, sufficient to ensure a regular fortnightly communication throughout the year between Liverpool and St. John.

The number of Anchor Line steamers that visited this port during the above mentioned period was:—1864, 2; 1865, 2; 1866, 3; 1867, 3; 1868, 7; 1869, 6; 1870, 6; 1871, 8; 1872, 6; 1873, 9; 1874, 13; 1875, 9; 1876, 9; 1877, 7; 1878, 3; 1879, 1.

Since the last mentioned date we have had several of this line, besides numerous "tramp boats" that have come here in ballast to obtain outward cargoes, and consider the protection afforded mariners much greater now by the numerous lights, buoys and fog alarms, at present in operation in and at the entrance of the Bay of Fundy, than when this line were willing to maintain yearly service to this port.

It may be necessary to mention the reason for the withdrawal of the Anchor Line steamers from this port, and which is accounted for in the fact of the building of the Intercolonial Railway from Halifax to St. John, which taps the service, steamers calling at Halifax and landing their cargoes, which are carried to this port and also the interior towns by the said I. C. R.

In view, however, of the fact of this port of St. John being made the winter port for the mail service of the Dominion Government, and the close connection by mail with Montreal, we may anticipate in the near future a large growing trade between this port and the old country, and a revival of the calling at our port again of the favourite Anchor Line steamers, which line did so much in the past to develop the trade of our port.

We are, yours truly,

SCAMMELL BROS.

St. JOHN, N.B., 26th January, 1887.

### APPENDIX No. 15 B.

*(Copy of Letter from Jas. B. Hegan, C. E., Acting Engineer in charge for Board of Public Works at St. John, to the Department at Ottawa.)*

DEPARTMENT OF PUBLIC WORKS,

ENGINEER'S OFFICE,

St. JOHN, N. B., 26th November, 1886.

SIR,—In reply to the enquiries made in your telegram of 24th instant in reference to whether steamers drawing twenty-six feet six inches can be accommodated at any of the St. John wharves without grounding, and if so, what number at a time, I have the honour to report that even in their present condition and at the lowest spring tide, vessels of the draught of water that you name can lie at the Railway Wharf at Carleton, or at what is called the Corporation New Pier on the St. John side of the harbour; in addition to which the Deep Water Railway Terminus (I.C.R.) would, excepting at the most extreme low water springs, also offer the accommodation desired. I know of one steamer, the "Missouri," loading down to twenty-seven feet at it the season before last.

There is also the Custom-house Wharf, Robertson's Wharf and the Adams Wharf, Carleton, having at them eighteen to twenty-one feet at present (owing to filling up that has taken place) that can at both little expense and time expended in dredging be made to afford the depth or a greater one than that which you mention.

That you may have the fullest information on the subject, I have to add that the Railway Wharf at Sand Point, Carleton, is only some two hundred feet long, and should, to give perfect accommodation, and the best facilities for a steamer of large size loading or discharging properly, be added to, and for which there is the

most favourable chance from its situation. The Corporation New Pier, Deep Water Terminus (I. C. R.) and Robertson's Wharf have each a loading face of about 500 feet, and most convenient and suitable as constructed, while the Custom-house Wharf and Adams' would properly require some additions.

Several other wharf properties can also easily be made available by dredging and slight additions.

The range of tide in the harbour of St. John being that of neaps eighteen feet, to spring twenty-seven feet, you can understand that ordinarily at most of the wharfs named there would at an ordinary low tide be nearly or about depths required.

Yours, etc.,

JAS. B. HEGAN,  
Acting Engineer in Charge.

A. GOBEIL, Esq.,  
Ottawa.

### APPENDIX No. 16.

#### STATEMENT of Vessels Departing Seaward from the Port of Saint John, N.B., for the years 1869 to 1875, inclusive.

1869.					
	No.	Tons.		No.	Tons.
British vessels.....	684	205,059			
Foreign .....	274	188,930			
Total .....	958	393,989			
1870.			1873.		
	No.	Tons.		No.	Tons.
British vessels.....	869	271,686	British vessels .....	1,170	251,242
Foreign " .....	332	210,737	Foreign " .....	357	203,725
Total .....	1,201	482,423	Total .....	1,527	454,967
1871.			1874.		
	No.	Tons.		No.	Tons.
British vessels .....	842	221,348	British vessels .....	1,107	269,238
Foreign " .....	299	196,040	Foreign " .....	309	189,169
Total .....	1,141	417,388	Total .....	1,416	458,398
1872.			1875.		
	No.	Tons.		No.	Tons.
British vessels .....	1,134	236,769	British vessels .....	872	276,705
Foreign " .....	350	214,751	Foreign " .....	344	221,728
Total .....	1,484	451,520	Total .....	1,216	498,433

#### RECAPITULATION.

	No.	Tons.
1869.....	958	393,989
1870.....	1,201	482,423
1871.....	1,141	417,388
1872.....	1,484	451,520
1873.....	1,527	454,967
1874.....	1,416	458,398
1875.....	1,216	498,433
Total .....	8,943	3,150,118

# St. John, N B, Pilotage Investigation.

## APPENDIX No. 17.

STATEMENT of sea-going Steam and Sailing Vessels and coastwise Steamers arriving at the Port of St. John, N.B., from 1877 to 1886, inclusive.

Year.	Sea-going.	Number.	Tons.	Coastwise.	Number.	Tons.
1877.	Steam vessels .....	149	127,435	Steamers .....	219	74,976
	Sailing vessels.....	966	293,625			
	Total .....	1,115	421,060			
1878.	Steam vessels.....	128	125,598	Steamers .....	232	98,169
	Sailing vessels .....	1,078	270,732			
	Total .....	1,206	396,330			
1879.	Steam vessels.....	155	131,035	Steamers .....	135	69,072
	Sailing vessels .....	900	245,884			
	Total .....	1,055	376,919			
1880.	Steam vessels .....	166	147,825	Steamers .....	154	75,458
	Sailing vessels .....	1,258	315,955			
	Total .....	1,424	462,880			
1881.	Steam vessels .....	193	180,636	Steamers .....	145	78,259
	Sailing vessels .....	1,251	263,910			
	Total .....	1,444	444,546			
1882.	Steam vessels .....	236	239,862	Steamers .....	146	76,282
	Sailing vessels .....	1,300	253,921			
	Total .....	1,536	493,783			
1883.	Steam vessels .....	180	183,151	Steamers .....	216	97,024
	Sailing vessels .....	1,452	283,592			
	Total .....	1,632	466,743			
1884.	Steam vessels .....	224	221,493	Steamers .....	192	91,433
	Sailing vessels .....	1,680	262,978			
	Total .....	1,904	484,471			
1885.	Steam vessels .....	213	163,615	Steamers .....	187	99,245
	Sailing vessels .....	1,527	237,930			
	Total .....	1,740	401,545			
1886.	Steam vessels .....	238	213,333	Steamers .....	197	80,562
	Sailing vessels .....	1,602	258,668			
	Total .....	1,840	472,001			

Vessels.	Number.	Tons.
ARRIVING.—Total steam vessels .....	1,882	1,733,983
Total sailing vessels .....	13,014	2,687,195
Total coastwise steamers .....	1,823	840,480
Grand total .....	16,719	5,261,658

## APPENDIX No. 18.

STATEMENT of sea-going Steam and Sailing Vessels and coastwise Steamers departing from the Port of St. John, N.B., from 1877 to 1886, inclusive.

Year.	Sea-going.	Number.	Tons.	Coastwise.	Number.	Tons.
1877.	Steam vessels.....	149	127,435	Steamers .....	219	74,976
	Sailing vessels.....	966	293,625			
	Total.....	1,115	421,060			
1878.	Steam vessels.....	129	125,192	Steamers .....	258	90,078
	Sailing vessels.....	814	282,069			
	Total.....	973	407,261			
1879.	Steam vessels.....	116	116,501	Steamers .....	182	87,996
	Sailing vessels.....	915	305,443			
	Total.....	1,031	421,944			
1880.	Steam vessels.....	166	147,825	Steamers .....	196	91,991
	Sailing vessels.....	1,198	311,055			
	Total.....	1,364	458,880			
1881.	Steam vessels.....	159	190,787	Steamers .....	187	93,830
	Sailing vessels.....	1,240	291,662			
	Total.....	1,399	482,449			
1882.	Steam vessels.....	190	221,900	Steamers .....	194	96,308
	Sailing vessels.....	1,348	310,563			
	Total.....	1,547	532,463			
1883.	Steam vessels.....	173	198,247	Steamers .....	239	96,186
	Sailing vessels.....	1,526	317,112			
	Total.....	1,699	515,359			
1884.	Steam vessels.....	225	221,281	Steamers .....	202	90,066
	Sailing vessels.....	1,736	296,134			
	Total.....	1,961	517,415			
1885.	Steam vessels.....	213	163,615	Steamers .....	189	98,035
	Sailing vessels.....	1,527	237,930			
	Total.....	1,740	401,545			
1886.	Steam vessels.....	225	211,867	Steamers .....	209	82,789
	Sailing vessels.....	1,674	289,660			
	Total.....	1,899	501,527			

Vessels.	Number.	Tons.
DEPARTED.—Total steam vessels.....	1,745	1,694,650
Total sailing vessels.....	12,974	2,935,253
Total coastwise steamers.....	2,075	902,285
Grand total.....	16,794	5,532,188
Total arriving.....	16,719	5,261,658
Total departing.....	16,794	5,532,188
Grand total.....	33,513	10,793,846

## St. John, N.B., Pilotage Investigation.

### APPENDIX No. 19.

Total tonnage of coastwise Steamers arriving and departing from the Port of St. John, N.B., from 1877 to 1886, inclusive.

3,898 vessels.....1,742,765 tons.

### APPENDIX No. 20.

Imports and exports of the Port of St. John, N.B., from 1877 to 1886.

Year.	Imports.	Exports.
1877.....	\$ 5,615,807	\$ 3,432,110
1878.....	7,366,728	2,937,714
1879.....	4,347,883	2,930,569
1880.....	3,143,331	3,249,718
1881.....	4,305,248	3,301,411
1882.....	4,997,734	4,221,830
1883.....	5,299,793	4,247,648
1884.....	4,621,691	4,311,193
1885.....	4,059,009	3,813,116
1886.....	4,075,346	3,901,495
Totals.....	\$47,832,570	\$36,346,794
Total imports.....		47,832,570
Grand total.....		\$84,179,364

## APPENDIX

A STATEMENT of the Disasters and Casualties which have occurred to Vessels and their the period from 1869 to 1886, with the estimated

Date.	Name of Vessel.	Age.	Port of Registry.	From.	To.	Rig.	Tons.
1869.							
Dec. 13.	Paragon .....	4	St. John .....	St. John .....	Cardenas .....	Brig.	.....
April 21.	Imperial .....	10	London .....	New Orleans .....	St. John .....	Ship.	.....
July 22.	Debonaire .....		Granville .....	St. John .....	Boston .....	Schr.	.....
Dec. 4.	Julia .....		St. John .....	Boston .....	St. John .....	"	.....
1870.							
July 14.	Labrador .....		London .....	St. John .....	Boston .....	Str.	266
April 14.	M. E. Bliss .....		St. John .....	" .....	" .....	Schr.	96
June 14.	Scio .....		Barbados .....	" .....	Havana .....	Bgt.	181
1871.							
	Carrier .....		British .....	London .....	St. John .....	Ship.	.....
Feb. 9.	Rosilla B. ....		St. John .....	Portland .....	" .....	Schr.	167
1872.							
May 5.	Alumina .....		Liverpool .....	St. John .....	Liverpool .....	Bark.	699
Aug. 19.	Glendon .....		St. John .....	Portland, Me. ....	St. John .....	Schr.	175
Nov. 23.	Harold .....		" .....	St. John .....	Cuba .....	Bgt.	260
Jan. 8.	Phoebe Ellen .....		Windsor, N.S. ....	" .....	Havana .....	"	181
Mar. 12.	Sarah Sloan .....		St. John .....	" .....	" .....	Bark.	388
Nov. 28.	Summer .....		" .....	" .....	Cardenas .....	Bgt.	308
1873.							
Mar. 29.	Annie Martha .....	3	" .....	Sydney .....	St. John .....	Schr.	126
Oct.	Annandale .....	24	" .....	St. John .....	Hull .....	Bark.	592
Feb. 21.	G. W. Hunter .....	2	Yarmouth, N.S. ....	" .....	Dublin .....	Ship.	793
Jan. 29.	Humber .....	12	London .....	Machias .....	St. John .....	"	1,400
Dec. 5.	Jesse Hoyt .....	New.	Pictou, N.S. ....	Sydney .....	" .....	Schr.	276
Dec. 13.	Zing .....		St. John .....	St. John .....	Bermuda .....	Bgt.	200
June 20.	Merriam .....		Boston, Me. ....	Boston .....	St. John .....	Schr.	250
June 18.	Memento .....	20	St. John, Nfld. ....	St. John .....	Rose Blanche .....	"	93
Oct. 30.	Moselle .....	3	St. John .....	Liverpool, N.S. ....	St. John .....	"	108
Nov. 25.	Magaguadavic .....	7	" .....	Shelburne .....	" .....	Bgt.	311
Jan. 14.	Mary Jane .....		Liverpool .....	St. John .....	Liverpool .....	Ship.	787
Sept. 29.	Nelson .....	3	St. John .....	New York .....	St. John .....	Schr.	149
1874.							
Nov. 12.	Juliet .....	12	" .....	Halifax .....	" .....	"	145
Jan. 25.	Levi Hart .....	New.	United States .....	St. John .....	Cuba .....	"	407
Dec. 15.	Margaret Ann .....	14	St. John .....	" .....	Boston .....	"	104
Aug. 22.	Ecuador .....	1	" .....	Sydney .....	St. John .....	Bark.	1,069
July 15.	General Wolseley .....	1	" .....	Liverpool .....	" .....	"	726
Jan. 29.	Hyack .....	10	" .....	St. John .....	Queenstown .....	"	430
1876.							
May 13.	Apollo .....	18	Belfast .....	" .....	Belfast .....	"	425
1877.							
April 19.	Otago .....	3	Yarmouth, N.S. ....	" .....	Liverpool .....	Ship.	1,095
1878.							
June 23.	Antwerp .....	4	St. John .....	Galway .....	St. John .....	Bark.	573
Sept. 6.	Adria .....	8	Parrsboro .....	St. John .....	Queenstown .....	Schr.	118
Jan. 25.	Free Trade .....	11	St. John .....	" .....	Barbados .....	"	133
July 27.	Harmonides .....	21	" .....	Havre .....	St. John .....	Ship.	1,564

# St. John, N.B., Pilotage Investigation.

## No. 21.

Cargoes in the Bay of Fundy, coming to and going from the Port of St. John, during value of the loss, as far as could be ascertained.

Place Where Casualty Happened.	Nature of Casualty.	Cause of Casualty.	Lives Lost.	Total or Partial Loss.	Loss on Vessel.	Loss on Cargo.
Brier Island..... Morra Ledges..... Grand Manan..... Irishtown.....	Loss of spars..... Stranded..... Wrecked..... Stranded.....	Stress of weather..... "..... Fog..... ".....	4 23		\$	\$
Grand Manan..... "..... Long Island.....	"..... "..... ".....	Stress of weather..... "..... Error of judgment.....		Partial.. ".. Total..	3,000 3,000 5,400	
St. Mary's Bay..... Grand Manan.....	"..... ".....	Stress of weather..... ".....		Partial.. "		
Near St. John..... Musquash..... West Quoddy..... Young's Cove..... Grand Manan..... West Quoddy.....	"..... "..... "..... "..... "..... ".....	Accidental..... Fog..... Accidental..... Stress of weather..... "..... Stress of weather.....		".. ".. Total.. ".. ".. "	10,000 7,200 10,000	
Dipper Harbour..... Bay of Fundy..... Grand Manan..... "..... Little River..... Campobello..... Grand Manan..... Bay of Fundy..... Musquash..... Grand Manan..... Manawagonish..... Mace's Bay.....	Foundered..... Sprung a leak..... Stranded..... "..... "..... "..... "..... "..... "..... "..... "..... ".....	Leak..... Stress of weather..... Drunken crew..... Thick weather..... Stress of weather..... Snow storm..... Fog..... Struck a rock..... Stress of weather..... Snow storm..... Stress of weather..... Compass.....		".. Partial.. Total.. ".. Partial.. ".. Total.. ".. ".. ".. ".. "	5,000 3,000 28,000 40,000 7,200	
Digby Neck..... Bass Island..... Digby Neck..... Brier Island..... "..... Bay of Fundy.....	"..... "..... "..... "..... "..... ".....	Tideway..... Snow storm..... Stress of weather..... Fog, and error of judgment..... Fog and heavy sea..... Snow storm.....		".. Partial.. Total.. Partial.. Total.. "	5,000 4,000 12,000 32,000 12,000	
St. John Harbour.....	".....	Hawser broke.....		".....	5,300	
Manawagonish.....	Dragged ashore.....	Stress of weather.....		Partial..	10,000	
Off Brier Island..... Gannet Rock Ledge..... Dipper Harbour..... Gulliver's Hole.....	Collision..... Stranded..... "..... ".....	Fog..... Stress of weather..... "..... ".....		".. Total.. ".. ".....	1,200 2,500 2,500 20,000	264

## APPENDIX

A STATEMENT of the Disasters and Casualties which have occurred to vessels and their  
during the period from 1869 to 1886, with the estimated

Date.	Name of Vessel.	Age.	Port of Registry.	From.	To.	Rig.	Tons.
1878.							
Aug. 27.	Hebe .....	22	Norway .....	Antwerp .....	St. John .....	Bark .....	748
Mar. 25.	Liffey .....	New.	St. John .....	Havana .....	" .....	" .....	845
Dec. 3.	Oswego .....	21	New York .....	St. John .....	Liverpool .....	Ship .....	974
Sept. 14.	Walton .....	23	Liverpool .....	Carnarvon .....	St. John .....	Bark .....	577
Dec. 23.	Venice .....	4	St. John .....	Queenstown .....	" .....	Bktn. .....	624
1879.							
Mar. 7.	Turkish Empire .....	23	London .....	St. John .....	Dublin .....	Ship .....	1,500
1880.							
May 10.	Bellona .....	33	Norway .....	Boston .....	St. John .....	Bark .....	295
Mar. 8.	Eblana .....	11	St. John .....	Newport .....	" .....	" .....	651
" 12.	Miramichi .....	51	Norway .....	St. John .....	London .....	" .....	689
Dec. 26.	Keepsake .....	34	Great Britain .....	" .....	Mumbles .....	Brig .....	270
" 10.	Sea Lark .....	8	St. John .....	" .....	Boston .....	Schr. .....	69
1881.							
Dec. 3.	Cyclone .....	2	" .....	" .....	" .....	" .....	90
Jan. 3.	Happy Home .....	6	Windsor, N.S. ....	Hamburg .....	St. John .....	Bark .....	884
Aug. 27.	H. J. Olive .....	8	St. John .....	Darien .....	" .....	Bgt .....	315
May 27.	John Murphy .....	5	Yarmouth, N.S. ....	Liverpool .....	" .....	Ship .....	1,472
Sept. 21.	Two Sisters .....	9	Digby, N.S. ....	St. John .....	Ireland .....	Schr. .....	130
1882.							
Jan. 1.	Teal .....	9	St. John .....	New York .....	St. John .....	" .....	147
Nov. 11.	Althea .....	19	Youghal .....	St. John .....	Youghal .....	Brig .....	375
Dec. 4.	Sarah .....	8	Yarmouth, N.S. ....	" .....	Norfolk .....	Bark .....	1,175
" 14.	Scotia .....	26	Liverpool .....	Bahia .....	St. John .....	" .....	921
1883.							
Feb. 8.	Grace E. Cann. ....	15	Yarmouth N.S. ....	Ireland .....	" .....	" .....	683
" 20.	Teal .....	10	St. John .....	St. John .....	New York .....	Schr. .....	147
May 20.	Wm. Yeo .....	21	Barrow .....	Barrow .....	St. John .....	Bark .....	756
Aug. 21.	Rapid .....	7	St. John .....	St. John .....	Port Rush .....	Bgt .....	325
Jan. 20.	John Murphy .....	7	Yarmouth, N.S. ....	Havre .....	St. John .....	Ship .....	1,471
1884.							
Jan. 22.	Ashlow .....	3	St. John .....	Kingston .....	" .....	Bark .....	639
" 20.	Anna Carrier .....	16	" .....	Nantucket .....	" .....	Schr. .....	105
Aug. 24.	Almida .....	12	New York .....	Boston .....	" .....	" .....	153
" 31.	J. F. Whittaker .....	"	St. John .....	New York .....	" .....	" .....	210
Oct. 22.	Plevna .....	"	Liverpool .....	St. John .....	Carnarvon .....	Bark .....	636
July 12.	State of Maine .....	1	Eastport .....	Eastport .....	St. John .....	Str. ....	1,145
Aug. ....	Amateur .....	19	Sydney .....	St. John .....	Boston .....	Schr. ....	"
1885.							
April 25.	Albuera .....	10	Annapolis .....	" .....	Dublin .....	Bark .....	655
Nov. 14.	Antwerp .....	11	St. John .....	" .....	Queenstown .....	" .....	573
June 6.	Daphne .....	5	" .....	New York .....	St. John .....	Schr. ....	137
July 23.	Doninion .....	21	Yarmouth, N.S. ....	Yarmouth .....	" .....	Str. ....	410
Aug. 5.	Humacao .....	2	Spanish .....	Baltimore .....	" .....	" .....	1,714
" 22.	Merlin .....	20	St. John .....	St. John .....	Boston .....	Schr. ....	98
Feb. ....	St. Olaves .....	11	" .....	" .....	Liverpool .....	Bark .....	572
Aug. 15.	Sarah Hunter .....	3	" .....	New York .....	St. John .....	Schr. ....	122
Sept. 5.	York City .....	4	Hartlepool .....	St. John .....	Halifax .....	Str. ....	1,530



# St. John, N.B., Pilotage Investigation.

## No. 21—Continued.

Cargoes in the Bay of Fundy, coming to and going from the Port of St. John, the value of the loss, as far as could be ascertained.

Place where Casualty Happened.	Nature of Casualty.	Cause of Casualty.	Lives Lost.	Total or Partial Loss.	Loss on Vessel.	Loss on Cargo.
					\$	\$
S. W. Wolf.....	Stranded.....	Fog and error in judgment.....		Total.....	13,000	
Musquash.....	".....	".....		Partial.....	12,000	
West Quoddy.....	".....	Stress of weather.....		Total.....	18,000	7,000
Murr Ledges.....	".....	Fog.....		".....	10,000	
Maxwell's Point.....	".....	Parted chains.....		Partial.....	10,000	
Grand Manan.....	".....	Vessel on beam ends.....	7	Total.....	30,000	10,221
Split Rock Cove.....	".....	Fog.....		".....	7,000	
Negro Head.....	".....	Error of judgment.....	7	".....	18,000	
Little River, Me.....	".....	Carried away anchor.....		".....	7,000	5,362
Cutler River.....	".....	Unknown.....		".....	3,240	2,016
Head Harbour.....	".....	Snow storm.....		".....	600	800
Brier Island.....	".....	".....		".....	1,000	
Trinity Ledge.....	".....	".....	3	".....	25,000	
Brier Island.....	".....	Error in ship's position.....		".....	10,000	
Cape Spencer.....	".....	Fog.....		Partial.....	20,000	840
Bay of Fundy.....	".....	Dragged anchors.....		Total.....	3,000	
Musquash.....	".....	Stress of weather.....		Partial.....	2,500	
".....	".....	Missed stays.....		".....	2,500	
N. E. Bliss Island.....	".....	Cloudy and vaporous.....		".....	18,000	
West Quoddy.....	".....	Stress of weather.....		Total.....	15,000	
Basin of Minas.....	Driven up bay and caught in ice.....			Partial.....	3,000	
Bay of Fundy.....	Capsized.....		6	Total.....	4,000	
".....	Stranded.....	Fog.....		Partial.....	2,500	50
Seal Island.....	".....	".....		".....	2,500	700
Tusket Island.....	".....	".....		Total.....	40,000	
Entrance to St. John.....	".....	Gale.....		Partial.....	6,000	
Quaco.....	".....	".....		Total.....	1,000	1,000
Grand Manan.....	".....	".....		".....	5,000	
Goose Island.....	".....	Fog.....		".....	9,000	15,000
Bliss Island.....	".....	Error.....		".....	13,000	5,000
Point Lepreaux.....	".....	Fog.....		Partial.....	60,000	1,000
Labee Narrows.....	".....	Tide.....		Total.....	1,000	
Bay of Fundy.....	Leaking.....	Stress of weather.....		Partial.....	650	
Grand Manan.....	Stranded.....	Fog.....		".....	8,000	450
West Quoddy Head.....	".....	Error of judgment.....		".....	850	
Bay of Fundy.....	Shaft broken.....	Unknown.....		".....	1,000	
Grand Manan.....	Stranded.....	Fog.....		Total.....	200,000	
Off Petit Manan.....	Collision.....	Error of judgment.....		Partial.....	1,500	635
Bay of Fundy.....	Damaged.....	Ice.....		".....	2,000	
".....	Stranded.....	Fog.....		".....	1,750	350
".....	Damaged.....	Tides.....		".....	3,800	700

## APPENDIX No. 22.

PERCENTAGE OF LOSSES made during the ten years from 1877 to 1886, on Vessels arriving and departing from the Port of St. John, N.B.

1st. The percentage of loss of tonnage of steamers, as compared with total tonnage of steam vessels entered and cleared, is .....	·08 of 1 per cent
2nd. The percentage of loss of tonnage of sailing vessels, as compared with total amount of tonnage of sailing vessels entered and cleared, is.....	·41 do
3rd. The percentage of loss of cargoes of steam vessels as compared with the total amount of imports and exports, is .. .. .	·002 do
4th. The percentage of loss of cargoes of sailing vessels, as compared with the total amount of imports and exports, is.....	·05 do
5th. The percentage of loss of tonnage of both steam and sailing vessels, as compared with total tonnage entered and cleared, is.....	·26 do

Remarks on the Pilotage System at St. John, N.B., prepared by the Ship-owners' Committee, to be submitted to Captain W. H. Smith, R.N.R., and Captain Bloomfield Douglass, R.N.R., Commissioners appointed by the Dominion Government to hold an inquiry into Pilotage Matters at St. John.

## THE PILOTAGE SYSTEM AT THE PORT OF ST. JOHN, N.B.

*Protection of Life and Property.*

Pilotage systems all over the world are established and maintained in various forms for the protection of life and property, and not simply for the purpose of providing employment for pilots, who, nevertheless, should have reasonable protection in connection with their business in return for the requirements and restrictions of pilotage regulations.

Pilotage regulations at different ports vary very considerably, but the best guide is doubtless Great Britain, whose experience in connection with all shipping matters is unquestionably older and more extensive than that of any other country in the world.

In the United Kingdom there are a large number of ports where pilotage is more or less compulsory, and a still larger number where no compulsion whatever exists, but, under the Merchant Shipping Act, wherever pilotage is compulsory the actual employment of pilots is ensured by the enforcement of heavy penalties against both the owners and captains of vessels whose captains refuse to employ any duly qualified pilot who offers them his services unless the captain himself holds a pilotage certificate. Thus every possible effort is made by the law to ensure what the particular port authorities may consider necessary for the protection of life and property, viz., the actual employment of duly qualified pilots.

## St. John, N.B., Pilotage Investigation.

In St. John the main absurdity of the present system is that, while the regulations make the payment of pilotage fees compulsory in all important cases, they contain no provision whatever for enforcing the actual employment of pilots, which is left entirely optional in every case, thus neglecting entirely the true foundation of all pilotage systems, viz.: the protection of life and property.

### *Compulsory Employment of Pilots.*

The only possible ground upon which any attempt to justify the compulsory employment of pilots can be based is the necessity for such a system in order to accomplish the following objects, viz.: 1st, to provide and maintain a sufficient number of competent pilots for the vessels which visit a port; and, 2nd, to ensure the actual employment of such pilots for the protection of life and property.

As regards the first stated object, we claim that there is absolutely no necessity whatever for the compulsory employment of pilots either in the Bay of Fundy or at the port of St. John, as there is no possible doubt that a sufficient number of pilots will always be available to meet whatever requirements may exist for their services, just as supply invariably meets demand, and in fact generally exceeds it, in nearly every line of business the world over. This argument appears so unquestionable that no proof should be required of its soundness; however, in order to prevent the possibility of doubt in connection therewith, the accompanying statement (marked A) is submitted, giving a list of eighty-five seaports in the United Kingdom at which no compulsion whatever exists regarding the employment of pilots; nevertheless it will be seen that they nearly all have large bodies of pilots, in several instances numbering from 100 to 200 at a single port. If such large numbers of pilots continue to exist at all the ports named in this list without the protection of a compulsory employment law, there surely cannot be any doubt whatever that a sufficient number will always be available at St. John for the shipping trade of the port.

As regards the second stated object, it is equally clear that compulsory legislation is not considered necessary at the ports named to ensure the employment of pilots whenever their services are actually required in the interest of life and property; neither is it necessary at St. John. And, as previously stated, the St. John commissioners themselves evidently consider that the question of employing pilots may safely be left to the discretion of ship captains, for, although the St. John regulations compel vessels to pay pilots who tender their services, there is no stipulation whatever in same regarding their actual employment.

### *Compulsory Payment of Pilotage Fees.*

The following objections are made against the present St. John system of compulsory payment of pilotage fees:—

1. It is unfair to compel vessels to pay for pilotage services which may neither be required by the captains nor considered necessary by the law.
2. The system of compelling vessels to pay pilots whether or not their services are either required or made use of, tends to make pilots independent of their employers and thereby lax in the performance of their duties. This trouble is also aggravated by the fact that the present excessive St. John scale of pilotage fees also provides a surplus fund which is preserved by the commissioners to provide pensions for retired pilots, and assistance for the families of deceased pilots, thereby making them somewhat careless and indifferent regarding the future.
3. The fact that vessels are compelled to pay the very first pilot who offers his services, regardless of his ability or character, deprives the best and most capable pilots of the employment, preference to which they are fairly entitled as a reward for their good conduct and long experience, and consequently the chief incentive to good conduct and careful navigation is thereby destroyed among the pilots.
4. The compulsory payment of pilotage fees not only tends to discourage the best pilots, as already explained, but also protects and thereby continues in the service

the poorer class of pilots, without accomplishing anything whatever as regards the protection of life and property in the absence of compulsory employment.

5. The compulsory enforcement of pilotage fees at St. John will certainly operate injuriously against this becoming the "Winter Port" of Canada in view of the fact that at Portland, Maine, which is our greatest competitor, there is no compulsion whatever as regards pilotage, which of course lessens the expenses of steamers there.

#### *St. John Board of Pilot Commissioners.*

The following objections are made against the present St. John Board of Pilot Commissioners:—

1. The present number of commissioners (7) is considered very excessive, especially in view of the fact that they are now all claiming compensation for their services. In New York, with its immense trade, the number is said to be only five, while the Act relating to pilotage at Boston provides for only two.

2. The Dominion Pilotage Act is considered defective in not providing that the commissioners appointed thereunder shall be experienced in nautical affairs, with which, of course, they had to deal. Partly in consequence of this defect, the present St. John board only includes within its number one or two commissioners who have had any such practical experience. The Boston Act provides that the pilot commissioners appointed there shall "have experience in maritime and nautical affairs."

3. The present system of life appointment, without practical control by the appointing powers or responsibility to the persons whose property is affected by the actions of the commissioners, is considered very objectionable for obvious reasons.

4. It is considered a defect in the present system that ship chandlers and others connected with the business of vessels may be appointed commissioners, which, in the event of misconduct or accident, would involve their sitting in judgment upon pilots, whose friendship is very material to the success of their business.

5. It is considered objectionable that the meetings of the commissioners should be held privately, which has always been the practice, although perhaps there has been no stated regulation to that effect. It might probably be advisable for the meetings of committees of the board to be private, but it is considered to be right and proper that all meetings of the full board should be open to the press and public, as the business transacted is not that of private individuals, but practically affects the entire community through one of the most important interests, viz., shipping.

6. In view of the terms of the Dominion Pilotage Act, and the absence therein of any authority, either expressed or implied, for the payment of anything whatever to the commissioners for their services in that capacity, their recent attempt to enforce such charges is considered illegal, as well as highly improper, on the ground that no public servant should be permitted to remunerate himself from funds under his own charge. The opinion also generally prevails that numbers of competent gentlemen can be found in St. John who would be willing to attend to the duties of pilot commissioners without thought of fee or reward of any kind, as is the case with the public hospital commissioners and board of school trustees.

#### *The St. John Pilots.*

As regards the St. John pilots themselves, the frequent occurrence of accidents to vessels in their charge, and the numerous pilot suspensions which have been ordered by the commissioners themselves, for various reasons, have created serious doubts regarding the efficiency of the force, which are aggravated by the fact that the entire body of pilots, numbering 43 in the year 1874, were at that time taken over and licensed by the commissioners, under the Dominion Act, without any examination whatever regarding their qualifications. In view of the important interests entrusted to their care and the entire control of the business which they enjoy, it is certainly most surprising that the pilots should have been thus carelessly

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accepted and licensed, more especially so when it is remembered that they were practically expected to take control of the navigation of vessels in the Bay of Fundy out of the hands of captains who had themselves been compelled to pass rigid examinations by experienced navigators before obtaining their certificates. It would not have been so objectionable to license the 43 pilots in this manner if vessels had been left free as regards employing them, but it should also be remembered that under the same Act vessels were compelled to pay large fees to these pilots whether their services were accepted or not. Under these circumstances the proper course clearly was for the commissioners to refuse licenses to every pilot who failed to pass a satisfactory examination before a competent tribunal, and the Dominion Act should have been framed accordingly. As matters stand now, while many of the pilots are men of excellent character and are believed to be very capable, there is no definite knowledge whatever regarding the qualifications of any of them for the highly important business which is entrusted to their exclusive control and care, which is considered a very serious defect in connection with the system.

### *St. John Pilotage Regulations.*

The pilotage regulations at St. John are considered very faulty and imperfect, particularly when compared with the regulations at other ports, in proof of which the following sample points are referred to:—

1. The compulsory regulations are at present one-sided, compelling vessels to employ or pay for the services of any pilot who may offer his services at any point within the pilotage district, but there is no regulation compelling the pilots to go any distance whatever down the bay in search of vessels, and, as a matter of fact, during the entire winter season, and no doubt often during stormy and foggy weather at other times of the year, there is no pilot boat to be found by captains at the main entrance to the bay, or until they have found their way nearly up to Partridge Island. If it is considered necessary or desirable, in the interests of either life or property, to continue the compulsory system, it is certainly an absurdity to have regulations which afford no real protection whatever to those very interests, but, on the other hand, leave the pilots free to do entirely as they please in the matter. The pilotage rules at Boston and Quebec make it incumbent upon the pilots there to cruise in their boats, thereby ensuring to vessels the services of pilots if they are required by captains. In Halifax the system is compulsory, but the difficulty mentioned is met by their regulation which draws a line extending along the sea coast from Chebucto Head light to Devil's Island light, and provides that unless vessels are spoken by pilots outside that line, no pilotage can be charged. This practically compels the pilots to cruise about in their boats outside that extreme boundary line, and in very rough weather they land and keep a look-out for vessels on Chebucto Head, from where they put off in their large boats whenever a vessel or steamer heaves in sight. If a dispute arises between a pilot or captain as to whether a vessel was inside or outside the boundary line when spoken, the commissioners hold an investigation, and after hearing the evidence of both parties they decide who is right. Some such regulations as this should be made for the St. John pilotage service, and a fixed pilotage station or stations should be appointed at the entrance to the bay, where captains could always rely upon getting pilots at any time. These fixed pilotage stations should also be well advertised, and thus get marked on the admiralty and other charts, as they are in connection with most other large ports all over the world.

2. The pilotage regulations contain no provision for the payment by the pilot of any damages that may happen to the vessel while under his charge, in case he is found in fault by the commissioners. In Halifax this contingency is provided for by their regulations as follows: "Every licensed pilot, at the time of receiving his license, shall give a bond to the commissioners for his compliance with the harbour and pilot regulations, and for the faithful performance of his duty as a pilot during the ensuing year, himself in the sum of \$80, and two securities to the satisfaction of the commissioners in \$40 each; such bond to be renewed every year during the

pilot's continuance in office." This regulation guarantees the payment of at least \$160 to the vessel which may be injured, and it also acts as a check upon pilots in regard to the performance of their work. If also a pilot's character was not good enough to enable him to obtain the two necessary bondsmen, he would be unable to get a license, which would be no disadvantage to the service. At present there is no protection whatever of this kind afforded by the St. John regulations to owners of vessels, who are compelled to employ pilots appointed by other parties, without any guarantee of indemnity in case of loss by fault of the pilot in charge. If a regulation of this kind is adopted, the bonds should be for a larger amount even than is required in Halifax, as \$160 appears a very insufficient amount in view of the possible loss to the owners of vessels. Of course, in case of mismanagement by a pilot, the commissioners would probably suspend his license for a time, which would be a punishment to the pilot, but would be no advantage whatever to the shipowner.

3. Under the present St. John regulations, whenever an owner or agent wants to send a pilot to bring a vessel from a neighbouring port to St. John, he is compelled to accept the pilot whose "turn" it is to go abroad, entirely regardless of his qualifications, which system is considered very objectionable, and often compels owners and agents to send pilots about whom they know little or nothing, excepting that they hold licenses obtained in the loose manner previously referred to.

4. The St. John pilotage fees are based upon the absurd idea that about \$25,000 altogether should be annually collected for the benefit of the pilots from the shipping which frequents the port, and in order to accomplish this object the scale of fees has been increased on three separate occasions since the establishment of the commission in the year 1874, viz.: on 9th April, 1883; 3rd June, 1885, and 7th April, 1886, regarding which changes the shipping community was neither consulted or even informed until the increased rates had actually become law.

5. The present St. John tariff of pilotage fees is from 33 to 43 per cent, according to district, greater on steamers than sailing vessels, which system is not known to prevail at any other port in the world, the general custom being for steamers either to pay the same rates or less (not more) than sailing vessels, owing to the shorter time and lesser risk involved in connection with their pilotage. At Halifax, Portland, Boston and New York, with which ports St. John has to compete for business, steamers only pay the same rates of pilotage as sailing vessels, and the St. John system therefore operates forcibly against the increase of steamer business at this port which the citizens generally wish to be encouraged as much as possible.

6. The St. John commissioners exact full pilotage fees from vessels, and even barges, when in tow of tug-boats, whereas at most ports all over the world vessels in tow are charged less on that account.

7. The St. John system of charging pilotage on vessels' draught of water, regardless of tonnage, operates very unfairly and injuriously against brigantines and schooners, resulting in the former having to pay about six cents and the latter about fourteen cents more per register ton than ships and barques. This burden is also felt very seriously by schooners, because, owing to the shortness of their coasting voyages, they have to pay pilotage much more frequently than larger vessels. The system of charging pilotage on the register tonnage of vessels, which prevails at most other ports, would be much more equitable and less injurious to the business of this port.

8. It is an absurdity of the existing St. John system that vessels when outward bound are charged much higher rates of pilotage than when inward bound. By reference to the sheet marked B, annexed hereto, it will be seen that an inward bound ship of 1,200 tons register, spoken by a pilot off Brier Island, would have to pay \$29.25 inwards and \$65 outwards, the very same distance, whereas the outward passage is nearly always made in considerably less time than the inward, as vessels seldom leave port for sea without a favourable chance. At Halifax the very reverse system prevails, the outward pilotage rates being about 40 per cent less than the inward, which seems much more reasonable in view of the comparative time and risk involved on both passages. It is also remarkable that so far as the

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First District at St. John is concerned, the outward pilotage rates are somewhat less than the inward, which makes it all the more impossible to understand upon what basis the commissioners rest their anomalous charges for pilotage in the bay.

### *St. John Pilotage Fees.*

Besides the faults of being based upon an absurd foundation, and being levied very unequally upon different classes and sizes of vessels as previously explained, the St. John pilotage fees are also very excessive, both in comparison with the rates charged at other ports, and taking into consideration the time and services rendered by the pilots, in proof of which the following evidence is submitted.

1. The annexed statements marked B, C, and D, show fully the rates charged for pilotage at St. John and Halifax on all kinds and sizes of vessels, and by reference thereto it will be seen that the St. John rates are from three to four times as great (according to the size of the vessels), as the rates charged for similar services at the Port of Halifax, which is St. John's keenest competitor for shipping business. Similar comparisons might also be shown in connection with the pilotage charges at numerous other ports.

2. The accompanying statement, marked E, exhibits the amounts paid by the London Line of steamers for pilotage services at the ports of St. John and Halifax during the year 1894, by which it will be seen that the 20 steamers paid altogether \$2,373.80 at St. John, and only \$744.50 at Halifax.

3. The accompanying statement, marked F, exhibits the amounts paid by the West India Line of steamers for pilotage services at the ports of St. John and Halifax during the year 1894, by which it will be seen that the 13 steamers paid altogether \$1,136.26 at St. John, and only \$475.70 at Halifax.

4. The accompanying statement, marked G, clearly demonstrates that in the opinion of the pilots themselves, the St. John charges are very excessive, as in the years 1885 and 1886 (since when the tariff rates have also been greatly increased), in consideration of their being given the preference of the work, the pilots who attended to the London Line of steamers made a private return to the line of \$582.70 out of \$2,076.70 charged by the commissioners for pilotage services during a period of 19 months, thereby practically admitting that the tariff charges were at any rate that much too high. It should also be noted that the pilots who joined in this return were among the best and most capable men in the service. This system of refunding excessive charges would no doubt have been privately continued ever since if the commissioners had not found out of its existence, and threatened to fine and suspend all pilots who were found guilty of thus violating the regulations.

5. During the year 1893, by arrangement between the commissioners and the London Line of steamers, one of the pilots was specially detailed to attend to the steamers of that line visiting this port, and the tariff charges for his services (which were paid by the line), amounted to so large a sum, that \$1,030.15 was kept back by the commissioners and divided up *pro rata* among the other pilots, thus demonstrating that the tariff charges against this one line amounted to that much more than the commissioners themselves consider the pilot was entitled to retain for his services.

6. Under the St. John tariff of fees, pilots frequently earn from \$20 to \$30 for a few hours work, whereas the captains of the vessels piloted seldom receive over \$20 to \$40 per month for their services.

7. It is an extraordinary fact that, while the total amount of tonnage entered at the port of St. John has increased from 377,614 tons during the year ending 30th June, 1875 (when the pilot commission commenced operations), to 562,032 tons during the year ending 30th June, 1893, and although the number of pilots in the service has decreased from 43 to 28 men, the pilotage fees during the same period have been increased from 50 to 100 per cent. upon the different classes of vessels visiting the port. Under proper regulations the fees could clearly have been reduced, and, as the reverse has been the case, it is evident that there must have been either some mismanagement or unfair exemptions of particular classes of vessels.

*Pilotage in the Bay of Fundy.*

As regards compulsory pilotage in the Bay of Fundy, outside the port of St. John, the following objections are made:

1. The Bay of Fundy being an arm of the sea, about 150 miles in length, varying from 30 to 50 miles in width, it is claimed that the enforcement of pilotage regulations, excepting within three miles of the shore, is illegal, and that so far as St. John is concerned, the pilot commissioners have no power whatever to make regulations binding upon vessels (more especially foreign vessels) beyond the three mile limit outside of Partridge Island.

2. In view of the great extent of the Bay of Fundy, and the easy and safe navigation of same, as certified by ship masters and pilots of long experience therein (see Board of Trade Pamphlet), it is contended that the employment of pilots there is quite unnecessary to ship masters, whose competency in all cases is now fairly guaranteed by the universal requirement of official certificates, which can only be obtained after a reasonable term of service and satisfactorily passing a critical examination before competent navigators, whereas the St. John pilots have never passed any such examination at all.

3. No other sheet of water in the world of the same extent is made subject to compulsory pilotage, not even the Bristol Channel, which is much smaller, more frequented, and where the rise and fall of tide is quite as great. Compulsory pilotage might with equal, if not greater, argument be enforced throughout the entire Gulf of St. Lawrence or in St. George's Channel and the Irish Sea.

3. The compulsory enforcement of pilotage fees against vessels coming through the Bay of Fundy to St. John is very detrimental to the trade of this port, which is in close competition with other ports on both sides of the bay whose vessels are entirely free from the expense of pilotage in the bay. During the year ending 30th June, 1893, the total tonnage entered at the port of St. John (exclusive of the Boston and Bay of Fundy steamers) was 485,168 tons, all of which (less the small vessels exempted) was liable to compulsory pilotage in the bay, whereas the total tonnage entered during the same period at the other ports round the bay between St. John and Digby was 544,446 tons, all of which, without exception, was entirely free from the expense in question. It will thus be easily seen how seriously the trade of St. John is handicapped in this matter; and it should also be remembered that our merchants have to compete with those at Calais, Bangor and Portland, Maine, where no compulsory pilotage whatever exists.

5. The pilot commissioners themselves evidently do not consider the employment of pilots in the bay a necessity, as according to their regulations it is only compulsory, as regards vessels trading with St. John, to pay pilots when coming in the bay, the very same vessels when going out of the bay being entirely free from compulsion in the matter.

*Vessels Exempted from Pilotage.*

*United States Steamers.*—It is considered very unfair to St. John, that by the Dominion Pilotage Act, steamers trading between St. John and New York or ports in the United States north of New York, were absolutely exempted from the payment of pilotage fees at this port, whereas by the same Act the question of exempting such steamers at the ports of Halifax, Sydney, Miramichi, and Pictou was left to the decision of their pilot commissioners. At Halifax all such steamers are charged full pilotage rates if they accept the services of pilots, and one-half rate when they decline them. There does not appear to be any good reason why such steamers should be altogether exempted at St. John, while others, who require the services of pilots as little or less, are compelled to pay. It is also considered a serious defect in the Dominion Pilotage Act that the steamers in question should have been thus absolutely exempted, without any requirement whatever as regards their carrying a coast pilot, although they often carry hundreds of passengers, while a casual freight steamer or sailing vessel coming from one of the same ports to St. John, with only her own crew on board, is liable to pay full pilotage fees, both inwards and outwards.



## St. John, N.B., Pilotage Investigation.

It would therefore appear quite reasonable to claim that so long as any system of pilotage is continued in force at St. John which the shipping trade is compelled by law to maintain, all steamers trading with United States ports (which, it may be remarked, are nearly always owned there) should bear their fair share of the pilotage expenses at this port as they always have done at Halifax, and it is recommended that at any rate the Dominion Pilotage Act should be so amended as to enable the St. John pilot commissioners to have the same control of this question as is allowed by the Act to the pilot commissioners at Halifax.

*Bay of Fundy Steamers.*—The foregoing remarks apply with equal force to the steamers trading between St. John and Digby, Yarmouth, and the Basin of Minas, which also are absolutely exempted by the Dominion Act from pilotage at St. John, although similar steamers trading with the ports of Halifax, Sydney, Miramichi, and Pictou are subject to the decision and control of the commissioners there from time to time as regards the payment of pilotage fees. The Dominion Act should therefore be amended accordingly, giving the St. John commissioners the same control in this matter as is allowed at Halifax, Sydney, Miramichi, and Pictou. At Halifax all steamers like the "Monticello," "Alpha," and "Hiawatha" are compelled to pay full pilotage fees if they accept the services of pilots and one-half rates if they decline them, whereas here the boats named pay nothing whatever towards the support of the pilotage system, which does not appear fair to other classes of vessels.

### *Licensing of Masters and Mates.*

Whatever system of pilotage is hereafter continued at the port of St. John, it is recommended that section 65 of the Dominion Pilotage Act should be so amended, that masters and mates of all vessels trading to and from the port of St. John, may be enabled, after satisfactorily passing the required examination, to obtain such pilotage certificates as are authorized by the Act for use at other ports in the Dominion.

## RECOMMENDATIONS REGARDING THE FUTURE PILOTAGE SYSTEM AT THE PORT OF ST. JOHN.

A commission of three competent and disinterested persons to control the pilotage business, to be appointed as follows, viz.: the chairman by the Governor General in Council, and one commissioner each by the Common Council and Board of Trade of the city of St. John. All the commissioners to have had experience in maritime and nautical affairs, and to be appointed for terms of three years. No charge whatever to be made by any of the commissioners for their own services.

Pilotage licenses to be obtainable by all competent men, who are residents of St. John, over 25 years of age, and of good character, who have also had sufficient nautical experience and acquaintance with the Bay of Fundy and port of St. John, and can pass a thorough examination upon all essential matters connected with the pilotage business before a duly qualified and competent examiner. The continuance of such licenses to be conditional upon usual and proper requirements to be made by the pilot commissioners.

A new code of pilotage regulations, to be carefully prepared by the commissioners, after a full examination of the regulations in force at other ports, the best features of which are to be embodied in the new St. John code, which should also remedy all existing defects in the present regulations.

A new scale of maximum pilotage fees, to be arranged by the commissioners, based upon the principle of fair compensation for services rendered by the pilots, and bearing fairly and evenly upon all classes and sizes of vessels, regardless of cargoes carried or the living requirements of any particular number of pilots. The pilots to be at liberty to accept less than the maximum fees whenever they see fit to do so, but in the absence of any arrangement to the contrary, the regulation fees always to be paid by vessels.

Protection for the licensed pilots to be provided by necessary enactments compelling vessels to employ only licensed pilots whenever such services are required by captains, and preventing all other persons from acting in the capacity of pilots within the district.

Vessels not to be compelled to employ pilots unless the captains require their services, and then to be free to employ whichever duly licensed pilot they may prefer.

#### *Concluding Remarks.*

The Shipowners' Committee believe that under the foregoing system, a sufficient number of competent pilots would always be available for the shipping requirements of the port, and that with reduced pilotage charges and improved regulations, St. John would be much better able than at present to compete for business with other Atlantic seaports. The proposed system would also prevent the pilotage business from being any longer controlled by a limited number of men, who appear to consider that they have an exclusive right to monopolize the business, and also to compel vessels to pay them enormous fees whether or not their services are required by the owners and captains. The new system would practically put pilots in the same position as captains and mates are at present, viz., that they must first become thoroughly qualified for their positions, and then seek employment from those who may wish to avail themselves of their services. The protection from unlicensed competitors would be the same in both cases, and the committee consider that what is thought sufficient protection for captains and mates should also be sufficient for pilots. The new system would also allow owners of vessels to control their own property and affairs, which they cannot do at present under the existing pilotage regulations.

#### A.

#### UNITED KINGDOM.

#### NON-COMPULSORY PILOTAGE PORTS.

Ports.	Countries.	Pilots.	Ports.	Countries.	Pilots.
Aberdeen	Scotland	24	Folkestone	England	...
Aberystwith	Wales	...	Fowey	"	...
Alloa	Scotland	...	Galway	Ireland	22
Arbroath	"	17	Gloucester	England	21
Ardrossan	"	...	Grangemouth	Scotland	...
Ayr	"	...	Granton	"	...
Banff	"	...	Greenock	"	...
Barnstaple	England	...	Hartlepool	England	115
Berwick-on-Tweed	"	11	Harwich	"	...
Blyth	"	22	Holy Island	"	32
Boness	Scotland	...	Inverness	Scotland	...
Campbellton	"	...	Ipswich	England	...
Cardiff	Wales	81	Irvine	Scotland	...
Cardigan	"	...	John-haven	"	...
Colchester	England	...	Kirkcaldy	"	...
Cork	Ireland	90	Kirkwall	Orkney Islands	...
Cowes	Isle of Wight	...	Leith	Scotland	93
Dartmouth	England	...	Leith Trinity House	"	131
Douglas	Isle of Man	12	Lerwick	Shetland Islands	...
Drogheda	Ireland	58	Limerick	Ireland	73
Exeter	England	...	Lowestoft	England	...
Faversham	"	...	Maryport	"	...
Fleetwood	"	...	Montrose	Scotland	...

# St. John, N.B., Pilotage Investigation.

## A.—NON COMPULSORY PILOTAGE PORTS—Concluded.

Ports.	Countries.	Pilots.	Ports.	Countries.	Pilots.
Neath	Wales		Stornoway	Scotland	
Newcastle-on-Tyne	England		Sunderland	England	164
Newhaven	"		Swansea (out).	Wales	49
Newport	Wales	28	Tees Ports		
New Ross	Ireland		Stockton	England	42
Newry	"	27	Middlesboro'		
North Sunderland	England		Teignmouth	"	
Palstow	"		Torquay	"	
Penarth Roads	Wales		Troon	Scotland	
Perth	Scotland		Tyae River and Sea	England	245
Peterhead	"	35	Warkworth	"	
Plymouth	England		Waterford	Ireland	33
Poole	"		Westport	"	
Queenstown	Ireland		Wexford	"	18
Ramsgate	England		Weymouth	England	
Rochester	"		Whitby	"	10
Roshearty	Scotland		Whitehaven	"	
Scarboro'	England		Wick and Pultney	Scotland	10
Sedham Harbour	"	46	Wigtown	"	
Sharpness	"		Workington	England	

TOTAL, 85 PORTS.

The number of pilots is given in all cases where ascertained.

## B.

### ST. JOHN PILOTAGE RATES.

#### INWARDS.

	Sailors.	Steamers.
1st District	\$1 50	\$2 00 per foot draught, compulsory.
2nd "	1 75	2 50 " " "
3rd "	2 25	3 00 " " "

#### OUTWARDS.

	Sailors.	Steamers.
1st District	\$1 25	\$1 75 per foot draught, compulsory.
Down the bay	2 00	2 75 " " optional.

#### EXEMPTIONS.

Schooners under 125 tons, both inward and outward.

Steamers trading with other Canadian ports and U. S. ports as far south as New York.

### VESSELS USUAL DRAUGHT OF WATER.

Vessels.	Usual Draught Inwards.	Usual Draught Outwards.
Schooner	10½ Feet	10½ Feet
"	12 "	12 "
Brigantine	15 "	15 "
Barque	12 "	18 "
Ship	13 "	20 "
Steamer	13 "	21 "

## C.

## HALIFAX PILOTAGE RATES.

Tonnage of Vessels.	INWARDS.		OUTWARDS.	
	Summer.	Winter.	Summer.	Winter.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Vessels 200 tons and under.....	8 00	9 60	5 00	6 00
Vessels over 200 tons and up to 300 tons.....	11 00	13 20	7 00	8 40
" 300 " 400 .....	14 00	16 80	9 00	10 80
" 400 " 500 .....	16 00	19 20	10 00	12 00
" 500 " 600 .....	18 00	21 60	11 00	13 20
" 600 " 700 .....	18 50	22 20	11 25	13 50
" 700 " 800 .....	19 00	22 80	11 50	13 80
" 800 " 900 .....	19 50	23 40	11 75	14 10
" 900 " 1,000 .....	20 00	24 00	12 00	14 40
" 1,000 " 1,100 .....	20 50	24 60	12 25	14 70
" 1,100 " 1,200 .....	21 00	25 20	12 50	15 00
" 1,200 " 1,300 .....	21 50	25 80	12 75	15 30
" 1,300 " 1,400 .....	22 00	26 40	13 00	15 60
" 1,400 " 1,500 .....	22 50	27 00	13 25	15 90
" 1,500 " 1,600 .....	23 00	27 60	13 50	16 20
" 1,600 " 1,700 .....	23 50	28 20	13 75	16 50
" 1,700 " 1,800 .....	24 00	28 80	14 00	16 80
" 1,800 " 1,900 .....	24 50	29 40	14 25	17 10
" 1,900 " 2,000 .....	25 00	30 00	14 50	17 40

*Memoranda.*

Summer rates apply from 1st April to 1st November.

Winter do do 1st November to 1st April.

Steamers and sailing vessels all pay the same rates.

Pilotage is compulsory on all vessels, both inwards and outwards, excepting only vessels under 200 tons register, outwards.

## D.

## COMPARATIVE PILOTAGE—ST. JOHN AND HALIFAX.

Vessels.	ST. JOHN—IN AND OUT.			HALIFAX—IN AND OUT.	
	Compulsory.	Down the Bay. Optional.	Total.	Summer.	Winter.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Schooner..... 125 tons.	36 75	21 00	57 75	13 00	15 00
" 200 "	42 00	24 00	66 00	18 00	21 00
Brigantine..... 350 "	52 50	30 00	82 50	23 00	27 00
Barque..... 700 "	49 50	36 00	85 50	29 75	35 70
Ship..... 1,200 "	54 25	40 00	94 25	33 50	40 20
Steamer..... 1,500 "	75 75	57 75	133 50	35 75	42 90

*Memorandum.*

The above statement shows that the charges for pilotage at St. John are from about three to four times as great as at Halifax, according to the description and size of vessel.

St. John, N.B., Pilotage Investigation.

REPORT

OF COMMITTEE OF THE

ST. JOHN BOARD OF TRADE

ON

PILOTAGE AT ST. JOHN, N.B.,

WITH

APPENDICES, INCLUDING EXTRACTS FROM REPORT ON

THE BAY OF FUNDY AND THE HABBOUR OF ST. JOHN, N.B.

REPORT OF A SPECIAL COMMITTEE OF THE ST. JOHN BOARD OF  
TRADE ON THE LOSS OF THE BARQUE "CURLER," AND  
PILOTAGE AT ST. JOHN, N. B.

PRESENTED AT A MEETING HELD 12TH SEPTEMBER, 1894.

*To the Council of the St. John Board of Trade.*

The committee appointed to attend the investigation as to the loss of the barque "Curler" and to report upon matters connected with pilotage at St. John, beg to submit the following report.

1. The public investigation held by Capt. W. H. Smith, R. N. R., under instructions from the Department of Marine and Fisheries, at the request of the Board of Trade, was attended throughout by members of the committee. Copies of Capt. Smith's decision (A) and of his remarks at the termination of the investigation, (B), are submitted herewith.

2. It will be seen that stress was laid by Captain Smith upon the duties and responsibilities of the captain and ship's officers; and he states very clearly that, although the captain might engage the services of a pilot, he could not surrender his command, and was not relieved from all responsibility on that account.

3. The word "pilot" has been defined to mean "any person not belonging to a ship who has the conduct thereof." The general rule of law with regard to the engagement of a pilot seems to be that when a captain is bound, by act of parliament, under a penalty, to place his ship in the charge of a pilot and does so accordingly, the ship is not to be considered as under the management of the owners or their servants; but when it is in the option of the captain to take a pilot or not, as he may think fit, and he does take a pilot, the pilot so taken is to be considered as the servant of the owners, and, as such, they are responsible for his misconduct. And, even though there be a pilot on board, the captain is bound, in a case of obvious danger, to interfere in the management of the vessel.

4. In the case of the "Curler," the pilotage was not compulsory. There is indeed no compulsory pilotage in the strict sense at St. John. It is open to any vessel to refuse the services of a pilot, although those services, if proffered within certain limits, must be paid for by all vessels not especially exempt, whether accepted or not. And, therefore, although it appeared that the captain and the mate of the "Curler" had retained their presence of mind and acted for the best, both when the disaster became imminent and after it occurred, they were held responsible for their previous submission to the pilot's control. The captain, for going below without leaving orders with the officer on deck to acquaint him with any circumstances of importance that might occur; and the mate for not communicating with the master when the pilot persisted in sailing towards a narrow channel instead of following the wider thoroughfare; which, had it been taken, though some inconvenience to the pilot himself might have ensued, would, so far as appeared, and as was the case with the two other vessels which sailed the same afternoon with fine weather and a fair north-easterly wind, (and without pilots), have carried the barque in safety towards the open sea.

5. Under the city charter of St. John, the mayor, aldermen and commonalty were made the conservators of the water of the river, harbour and bay of the city, and in 1840 they were authorized by the legislature of New Brunswick to make laws and ordinances for the regulation of the branch pilots of the port, in respect to rates of pilotage to be taken by them as distance money; extending to such parts of the Bay of Fundy in connection with the harbour as they might deem expedient. In 1861 an act was passed to provide that pilots carried to sea, and beyond the limits of their engagement, should receive \$2 per day, in addition to the pilotage, for every day of their enforced absence from home. In 1873 the Pilotage Act, passed by the Dominion parliament, made provision for fixing the limits of pilotage districts and for the appointment of seven pilot commissioners to be the Pilotage Authority of the district of St. John. Two of these commissioners are to be chosen by the city council, two by the council of the Board of Trade, and three by the Governor General in Council. This Act was amended at subsequent sessions of the legislature, and finally in 1886 the provisions respecting pilotage were revised and embodied in chapter 80 of the Revised Statutes of Canada which is now in force.

6. Under this Act the pilotage authority has power by by-law,

(1.) To determine the qualification of persons applying to be licensed as pilots.

(2.) To make regulations as to pilot boats and respecting the distribution of the earnings of pilots and pilot boats.

(3.) To provide for aiding in the establishment of companies for the support of pilot boats.

(4.) To license pilots and apprentices.

(5.) To fix the terms and conditions of granting licenses.

(6.) To make regulations for the government of licensed pilots.

(7.) To make rules for punishing any breach of regulations, either by the withdrawal or suspension of the license, or by the infliction of a penalty not exceeding \$40.

(8.) To fix and alter the mode of remunerating licensed pilots.

(9.) To provide for the compulsory retirement of licensed pilots having attained the age of 65 years, unless thereafter licensed from year to year.

(10.) To provide for the compulsory retirement of licensed pilots proved to be incapacitated before attaining such age.

(11.) To provide for the adjustment and decision of disputes respecting pilotage; and

(12.) To establish funds for the relief of superannuated or infirm licensed pilots, or of their wives, widows and children.

All such by-laws must, however, be confirmed by the Governor in Council before they can take effect.

7. The pilotage authority is required by the Act to make yearly returns of the names and ages of licensed pilots, the pilotage dues in force, the amount of dues

## St. John, N B., Pilotage Investigation.

received, and the receipt and expenditure of moneys received in respect of pilots or pilotage.

The act also contains provisions for the licensing of pilots and for their guidance and protection, and for the recovery of pilotage dues.

8. Under section 57 of the Act no owner or master of any ship can be compelled to employ a pilot, but under other sections the payment of pilotage dues is, subject to certain exemptions, made compulsory within limits or pilotage districts established by order in council, even though the pilot offering his services may not be employed. When, therefore, the term "compulsory pilotage" is used, it must be understood to mean, not that the vessel is compelled to take a pilot, but that such services, when proffered, must be paid for, whether the pilot may be taken or not.

9. In the pilotage district of St. John ships of war or in the public service, steamships coasting or trading with New York or United States ports to its north, vessels registered in Canada of not more than 120 tons (see 56 Vic., cap. 20, A.D. 1892), vessels of which the master or mate has a certificate authorizing him to pilot his ship within the pilotage limits, and such vessels, not exceeding 250 tons, as the pilotage authority, with the approval of the Governor in Council, may determine, are exempt from compulsory pilotage. At present all vessels registered in Canada of 125 tons and under are entirely exempted by the pilotage authority, and also all vessels outward bound of whatever tonnage from outside of Partridge Island.

10. All sums received for pilotage dues by the pilotage authority are to be applied:

- (1.) In paying all expenses incurred in obtaining payment of the same.
- (2.) In payment for the pilots' services such amounts as is required by by-law; and

- (3.) The residue is to be carried to the pilot fund of the district.

11. The pilot fund is to be applied:

- (1.) In payment of such necessary expenses as are duly incurred in the administration of such fund, and

- (2.) In the payment of superannuation allowances or other relief for the benefit of licensed pilots incapacitated by age, infirmity or accident, and of the widows and children of licensed or incapacitated pilots.

12. All sums of money belonging to the pilot fund not employed in such payments are to be invested in Government securities. The committee notice in the last report of the St. John Pilotage Authority that the reserve so invested—now deposited in the Dominion savings bank—amounts to \$8,111.86, while there was also on the 31st December last a credit balance of \$2,075.65 at the Bank of New Brunswick on current account.

13. It will be seen from what has been stated, that, while in other avocations of life, the relations of the employer and the employed are left generally to be determined by the ordinary laws of supply and demand, except so far as such relations may be affected by organizations on the one side or the other, either for the lessening of charges thought to be exorbitant, or for the securing a higher rate of pay, in the case of pilotage an amount larger than the customary rate of wages is collected from the vessel. And this amount may be collected irrespective of services rendered and whether such services are really needed or are not. From the fund thus formed the pilots are paid at the rate fixed for their services by the commissioners, and the residue forms a superannuation and benefit fund to meet cases calling for relief.

14. The pilots thus form a protected class in the community. Each pilot may receive as wages for services rendered or proffered more or less, according to his activity or good fortune in securing some incoming vessel, but he can always feel assured that there is a fund in reserve from which he or his family will be assisted should need arise.

15. Such a system calls for the most careful supervision in its administration or very great evils may result. Men who feel that their employment, or at least their wages, whether they are employed or not, are so far assured, and that a reserve fund is being accumulated for future support, are not only rendered to a very great

extent independent of any desire to satisfy those they serve, but are also deprived in a degree of the incentive to labour and thrift which the feeling of entire responsibility for the well being of the family tends to create.

16. The object of the system is to secure, as far as possible, protection to life and property, by providing a class of men better qualified than ordinary mariners to take charge of ships in places where, from local causes, navigation is attended with more than common difficulty.

17. Failing some such object the perpetuation of a system which assures wages and pension to a certain class of men, necessarily in some degree at the cost of the rest of the community, could not, in the opinion of the committee, be justified. And they regret to have to add that there seems to be a very general opinion that this object is not attained by the present pilotage system, and that system is fraught with many evils, and that it has been handed down from a past generation almost unaltered, without regard for the changed circumstances which now exist.

18. In former days, no doubt, when the assistance of lighthouses, fog-whistles, buoys, charts, printed sailing directions and of steam tug-boats was not available, and when masters and mates of vessels were not required to submit to a strict examination before they were allowed to serve, the office of the pilot was one of very general importance to shipping; his services were eagerly sought after, and he was usually employed; but, while the standard among ships' officers has advanced and important aids to navigation have been provided, the compulsory system of pilotage, as applied at St. John, appears to a great extent to ignore such advantages and helps, and repeated cases have been furnished to the committee in which vessels are compelled to pay for pilots' services, where their employment is a farce, or worse, since the officers of the ship are as well acquainted with local surroundings and as fully qualified to navigate the vessel as the most efficient pilot on the list; while it is broadly stated that all pilots on the list at St. John are not so efficient, and that men have been retained among the number to whose employment shipowners seriously object.

19. Further the question of discriminating for or against some particular class of vessels seems to have been brought in. Thus the committee have been informed that the coal barges towed from Parrsboro' by powerful tug-boats in connection with the recently developed traffic from that place to St. John, have been called on to pay pilotage dues; and this has been defended on the ground that this method of carriage has interfered with the owners of the small vessels which formerly carried on the trade. The committee are strongly of opinion that the matter of pilotage should be dealt with on its merits, and that the system should not without the gravest necessity be strained to protect any class in the community, whether it be the pilots themselves or those interested in any particular branch of shipping or trade.

20. There are at present 27 licensed pilots resident at St. John, of whom one has been suspended in connection with the "Curler" disaster; and one pilot in addition is specially licensed for Musquash only.

21. According to the return made to Ottawa by the St. John Pilotage Authority to the 31st December last, the ages of the licensed pilots vary from 36 to 68, but the committee regret to have to report that it has been stated to them by more than one person, whom they believe to be reliable, that the ages given in the official return are not in all cases correct, and that several of the men are from three to five years older than is there stated. This is a matter of some importance when it is remembered that under section 32 of the Pilotage Act every pilot upon reaching the age of 65 years, must deliver up his license, and can thereafter be granted a new license only from year to year. It is a matter of even more importance in its bearing upon the pilot commissioners themselves. The committee feel loth to suppose that the commissioners would knowingly permit the sending forward of false returns; but on the other hand, if the statements made to the committee are correct, the actual ages of the men are very generally known, and such a want of accuracy in the returns would seem to show a lack of care on securing the information which under



## St. John, N.B., Pilotage Investigation.

the Act the commissioners are bound to furnish to the Marine Department at Ottawa from year to year.

22. It appears from the returns that the amount received for pilotage dues during 1895 was \$25,893.83. From this sum, in the case of one pilot whose services are regularly engaged by the Furness Line of steamships, an amount of \$1,030.15 is taken, of which \$825.75 is divided share and share alike among the pilots on the list, regardless of their doing any work or not. The difference of \$204.40 with a further sum of \$1,995.96 or in all \$2,200 is carried to the pilot fund, leaving \$23,693.47 for the wages of the men. It is stated, however, that the individual earnings vary greatly in different cases, some pilots earning as much as \$1,600 in a year and others a bare living. This depends of course on the energy and activity of the men in seeking for vessels to which their services can be proffered from time to time.

23. The residue of \$2,200.36 carried last year to the pilot fund was further increased by \$200 charged for licenses to thirty pilots at \$5 and five pilot boats at \$10 each, and by \$274.25 for interest on the savings bank deposit, making a total of \$2,674.61. The payments were for pensions \$1,710, funeral expenses of two pilots, \$40; auditor, \$25; stationery, \$19.70; office rent, \$100, and salary of secretary treasurer, \$800, in all \$2,694.70. The payments therefore exceeded the receipts by about \$20.

24. Five districts are established for pilotage inwards, ranging from Partridge Island to the extreme limits of the Bay of Fundy. Outwards no vessel is required to take or pay for the services of the pilot, beyond outside of Partridge Island. Inwards all vessels not exempt are required to pay for a pilot's services if proffered anywhere within the district limits, whether accepted or not.

25. At present the pilotage dues inwards and outwards on vessels not exempt are regulated by the draught of water, and the dues for transporting vessels within the harbour according to the tonnage in each particular case.

26. A different system prevails at Halifax, N.S., where the pilotage dues are regulated altogether by tonnage; and the committee are informed that the charges are very much less there than at St. John.

27. The committee understand that representations have been made to the Marine Department that an undue portion of the pilotage dues now collected at the port of St. John is levied upon vessels of from 125 to 300 tons, engaged in the coasting or the West India trade, which on account of their relatively larger draught of water in proportion to tonnage, and their more frequently coming to and leaving St. John, are forced to pay largely in excess of the dues charged to larger vessels. It is claimed also that the class of vessels referred to has no need whatever of the services of pilots, as the masters are, from their frequent visits, thoroughly conversant with the Bay of Fundy and the harbour of St. John.

28. They understand also that it has been further represented that the shipment of lumber (including piling) from the port of St. John is seriously prejudiced by the pilotage charges, as this business is carried on in competition with vessels from Calais, Bangor, and Portland, Me., and also from other ports in the Bay of Fundy, where no regulations for the compulsory payment of pilotage dues are in force.

29. The committee are informed that in May last a scheme was submitted by the commissioners to the Department of Marine for reducing the charges to smaller vessels, and increasing them in the case of vessels of upwards of 400 tons by a sliding scale, more than doubling the dues in the case of the larger ships. This scheme has not yet, however, been approved. The present scale (C) and that so proposed (D) are submitted herewith. The committee fear that the additional burthens thus proposed on the larger vessels will prove seriously detrimental to the traffic of the port. It was stated in the evidence of Pilot Rogers, before the deputy minister in 1891 that this would be the case. No doubt some relief to the smaller vessels and some increase of revenue would result, but the committee cannot see that this increase is required, and they are strongly of opinion that, so far from the smaller vessels being relieved only at a cost of additional burthens placed on the

larger sailing vessels or steamships coming to St. John, everything should be done to lessen or remove all such restrictions not absolutely necessary as may already exist, and that every property owner and resident in the city has a vital interest in the lessening or removal of all such needless charges, and the development of the traffic of the port.

30. The committee think that no increase in the present charges should be allowed, unless the most serious necessity for such increase is shown to exist. They are of opinion that there is no such necessity for the changes proposed; and they recommend that the Board of Trade address a petition to the Governor-in-Council asking that the proposed advance in the charges for pilotage be not approved.

31. It cannot be supposed that the increase of pilotage dues in the case of the larger vessels thus proposed was intended so much to add to the earnings of the men, who have so far as the committee are aware, made no claim for higher pay, as to swell the pilot fund, which, under the Act, is intended for pilots incapacitated by age, infirmity or accident, or the widows and children of pilots. The reserve held in connection with this fund is already of considerable amount. It is held not for the purpose of making permanent grant, but for providing terminable annuities, which will cease from time to time as the beneficiaries may be removed by death, or, in the case of children, when they become of sufficient age to care for themselves. The fund is likely to increase rather than diminish under the present system, as the number of pilots lessens or the claimants upon the fund are removed by death or otherwise. The committee were at a loss to understand what ground existed for the proposed advance, until circumstances came to their knowledge, which they feel it their duty to bring at once to the attention of the council and the board.

32. There can be no doubt, looking at the terms of the Pilotage Act, that it was contemplated that the commissioners should receive no pay or remuneration for their services. Provision is expressly made for the salary or remuneration of the secretary and treasurer, but beyond this the funds are carefully guarded. Under the 62nd section of the Act, "All sums received" for pilotage dues shall be applied, first in paying all expenses incurred "in obtaining payment," next in payment of the pilot engaged, and lastly any residue must be carried to the pilot fund. Under the 91st section, the pilot fund must be applied first in payment of "such necessary expenses as are duly incurred in the administration of such fund" and then in the payment of superannuation allowances or other relief to pilots incapacitated, or to the widows and children of pilots. The 14th section of the Act directs that the pilotage authority may, with the sanction of the Governor in Council, appoint a secretary and treasurer, and pay him such salary or remuneration, out of pilotage dues or fees for licenses received by them, as they may see fit, and may with such sanction, and out of such funds, pay any other "necessary expenses" of conducting the pilotage business of the district. No provision whatever for the payment of the commissioners is contained in the Act. Were the matter at all uncertain, the provision authorizing a salary for the secretary forbids by implication any other and unauthorized payment of the kind.

33. There are not wanting in the community instances, as in the case of the hospital commissioners, and the school trustees, of laborious public duties performed without thought of fee or reward; and it is evident that the framers of the Pilotage Act supposed that commissioners would be found possessed of sufficient public spirit to supervise the system without charge, the more laborious duties being performed by the paid secretary-treasurer appointed for the purpose.

34. The committee are informed, however, that it was recently proposed that each commissioner should have an allowance from the funds received, and the chairman double the amount paid to any other commissioner, that one of the commissioners protested, and the matter was referred to the then deputy minister of justice at St. John, who expressed an opinion that such allowances were unauthorized by the Act; but that nevertheless the taking of such allowances by the commissioners has been pressed.

35. The committee might have hoped that this charge was exaggerated or groundless, were it not that the statements made to them are confirmed by the official correspondence, copies of which (E) are submitted herewith.

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36. It would appear that after the commissioners had been told that their taking an allowance for their services from the pilot fund was illegal, a by-law was passed by them on the 1st March last, as follows:—

“By-law to provide for the payment of St. John pilot commissioners.

“Each commissioner shall be entitled to be repaid any expenses necessarily incurred by him in the discharge of his duty, as such commissioner; provided however that no commissioner shall receive more than one hundred dollars, or the chairman more than two hundred dollars, for their expenses, in any one year.”

37. This so-called by-law was then submitted to Mr. Newcombe, the deputy minister of justice, who was reminded of some similar action at Halifax in October, 1891, and who gravely reported that there was no legal objection to its being approved. Under such circumstances no doubt the by-law seemed harmless enough to the minister of marine and fisheries, and on March 28th an order in council issued, sanctioning repayment to the commissioners, of expenses necessarily incurred in the discharge of their duties.

38. In connection with the reference to Halifax, the committee notice in the printed accounts of the Halifax authority, published at page 209 of the supplement of the annual report of the Department of Marine for the year ending 30th June, 1892, that while the amount carried out for “necessary expenses attending meetings and investigations two years” is but \$11.25, the sum of \$1,125 is really required, instead of \$11.25 to balance their account; and this larger amount appears to have been taken from the fund. It is perhaps fortunate for the St. John commissioners that the matter has come to light before there had been time sufficient for any such allowances to be taken here.

39. It has been stated that it was in contemplation that this “repayment” should take the form of an allowance of \$4 to each commissioner for every meeting attended throughout the year.

40. The committee do not enter upon the question whether services of the kind supposed to be rendered by the commissioners should be paid for or should not. But they certainly think that no such services should be paid for unless the payment is distinctly provided for by law, and that no public servant, who considers himself insufficiently paid, should be permitted to remunerate himself from the funds under his charge.

41. It will be noticed that the power to pass by-laws to be confirmed by the Governor in Council is limited by the 15th section of the Pilotage Act to certain specified cases among which the payment or repayment of expenses is not included. Under the 14th section the pilotage authority may, with the sanction of the Governor in Council, and from the pilotage dues or fees for licenses, pay the “necessary expenses” of conducting the pilotage business of the district. This does not, however, contemplate a by-law, nor is one required. Without a by-law the pilotage authority can pay “necessary expenses” with the proper sanction. No by-law could possibly justify, under the guise of the “payment” or “repayment” of necessary expenses, in appropriating the funds, in part or in whole, to themselves. In the latter section it is not a by-law that is to be sanctioned, but an Act. It is surely indeed a perversion of language to claim that where a statute provides that expenditures may be made with a certain sanction, the sanctioning power can part with its control by a sweeping confirmation or concession in advance.

42. The saddest feature of the case is that these payments were proposed to be made at the cost of the superannuated pilots, the widow and the orphan, unless indeed they could be met by increasing the pilotage dues, as was immediately afterwards proposed, and thus further burthening the traffic of the port.

43. From the statements made to the committee it is plain that there is a strong feeling of dissatisfaction with the present commission, and that the St. John pilotage authority has not been able to retain the confidence of the business community generally.

44. As far back as January, 1883, an editorial appeared in a leading St. John newspaper calling for attention to the pilotage regulations of the port in the interests of trade and justice, and mentioning a gross case of injustice which was said to have

occurred. This drew out a reply from the chairman of the commission characterizing the complaint as "bosh"; and letters from the late Mr. Thomas S. Adams and others, protesting vigorously against the injustice of the pilotage regulations in force.

45. Again in January, 1887, the question of pilotage was very fully discussed before the Board of Trade, and it was openly claimed that the present compulsory system was unnecessary so far as the protection of life and property was concerned, and that it is unfair to shipowners to compel them to pay for services which they may not require. It was stated also that, as it was not compulsory on the pilots to cruise in search of vessels, as is the case at Boston and Quebec, their services were not available when most required, and that during the winter season, and no doubt often during stormy and foggy weather at other times of the year, there were no pilot boats to be found at the main entrance of the bay, or until the vessel had found her way nearly up to Partridge Island. It was urged that as no bond was taken from the St. John pilots, as was the case at Halifax and elsewhere, there was practically no pecuniary responsibility, and it was charged that the commissioners ignored the reasonable wishes of the shipowners, and refused to give reasons for the course they pursued.

46. And in January, 1891, an official enquiry into the pilotage question was held by the Deputy Minister of Marine, Mr. William Smith, at the rooms of the St. John Board of Trade. The enquiry was conducted with much ability, and the information given was very full and important.

47. It was stated by several of the witnesses that the present system of compulsory payment for pilotage tendered to the building of badly shaped and inferior vessels, so constructed in order to come within the exemption of the rules.

48. It was alleged that vessels endeavoured to get clear of pilots by hauling out in the bay so as to make it appear that they were going up the bay, instead of making for St. John. Instances were given of bargains made with the pilots to escape pilotage in whole or in part; and it even appeared that in one case, in order that a steamer might be cleared at the Custom-house, the secretary to the St. John Pilotage Authority had certified that the vessel had paid her pilotage dues, when in point of fact she was allowed to go free.

49. Evidence was given that the captains of coasting vessels generally were capable of navigating vessels without the employment of pilots at all, that a year's experience would suffice to enable a master to pilot a vessel up the Bay of Fundy, and into the harbour of St. John, that the pilot boats were not out in heavy storms or thick weather, and that if the system of compulsory payment was abolished the men would be on the ground when wanted, and the active and capable pilots would still be employed.

50. It was asserted also that the pilotage business was not skilfully or even fairly managed by the commissioners and that the representations of the leading ship-owners of the port were ignored.

51. It has already been pointed out that the commissioners do not appear to have exercised sufficient care in reporting the ages of the pilots to the Marine Department. Further, in connection with the loss of the "Curler," the chairman of the pilot commissioners stated publicly, before the official investigation was held, that the pilot concerned was a competent man, and in his sixty years this was the first time anything had happened while he was in charge of a vessel. Yet it was proved at the investigation, by the evidence of the secretary to the commissioners, that the same pilot had been censured by the commissioners in connection with the loss of the "Apollo," and had afterwards been suspended for three months in the case of the stranding of the schooner "Lahaina." This statement of the chairman, though made publicly, was allowed by the other commissioners to remain uncontradicted; and in preference to supposing that there has been any wilful misstatement or suppression of facts, the committee are forced to the conclusion either that the members of the commission have not kept themselves fully informed as to what has occurred in the past, or that they do not feel sufficient interest in their duties to bear in mind circumstances of such vital importance in forming a right conclusion as to the efficiency of any particular pilot on the list.

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52. The evidence given before the deputy minister tended strongly to the conclusion that the compulsory payment of pilotage dues should be abolished, and that, were those dues abolished, no more serious danger to life or property than now exists would ensue. It cannot be supposed that the twenty-seven licensed pilots at St. John include within themselves all the knowledge and information as to navigation towards or within the harbour that exists. A system of free pilotage would send the better men to the front, more responsibility would be felt by the ship officers, and the public would probably be spared a repetition of such disasters as that of the barque "Curler," which has led to this report.

53. This would probably involve the abolition of the present pilotage commission, but the committee think that it could well be spared. Some legislation would be required for the disposition of the present pilotage fund. The younger men among the pilots, not now among the most active, might meet with success in some other avocation of life. And with regard to the more helpless, where worthy of the care, it would be far better that they should be assisted to a reasonable extent from the public funds, than that the port should be unnecessarily burthened for their support, coupled with that of others less deserving of the aid.

54. In this connection it may be mentioned that there is no compulsory pilotage at Portland, Me., the chief competitor with St. John for the Canadian winter export trade; and that the compulsory payment of pilotage dues at Summerside, P.E.I., has recently been abolished.

55. But should it be found impossible to carry the abolition of compulsory pilotage into immediate effect the committee are of opinion that the whole pilotage system should be reconsidered, the St. John Rules compared with those of other ports where pilotage is still retained, and several important changes made both in the commission and in the regulations under which the pilots serve.

56. The committee are informed that at New York there are but five commissioners of pilots; while the Act relating to pilotage at Boston, Mass., provides for only two, and it is further required that the persons appointed shall "have experience in maritime and nautical affairs." This qualification the committee look on as a very valuable one. In the case of the St. John commission neither the chairman nor the majority of the commissioners have had such experience. The committee are informed in fact that but one of the present commissioners is a practical seaman, and therefore within the qualification called for by the Boston Act.

57. The committee are of opinion that if the system is to be tolerated a while longer the number of the commissioners should be reduced to three, one to be appointed by the Governor in Council, one by the City and one by the Board of Trade, and that the Boston provisions as to experience and a limited term of office should be adopted. Although at the expiration of the three years the same commissioner might be reappointed, he would always carry with him a sense of his responsibility to the public, and the three-year term seems a fair mean between the present system of permanent appointment and the possible difficulties which might attach to a single-year term.

58. The committee find also that there is a conflict of interest between ship-owners interested in the larger vessels and those more directly connected with the smaller craft. And they believe that it is advisable generally that shipowners should not be members of the commission, but that it should consist as far as possible of men who could not be subject to any suspicion, however undeserved, of having personal interests to serve. In fact they believe that the appointment of laymen who would really interest themselves in pilotage questions would be preferable to having those concerned in the shipping in connection with which the pilots are engaged. An exception might possibly be made in the case of some practical seaman, whose services it was important to secure; but, apart from this, the ownership of shipping, while it does not necessarily give any practical experience of seamanship, or of the pilots' work and duties, must render it very difficult for the commissioner to form an unbiased opinion in cases where the interests of his own vessels may come in conflict with those of some other size or class.

59. A still stronger objection applies to the appointment as commissioners of those in any way engaged in the business of ship supplies. On the course towards

St. John the pilot must have many opportunities, should he see fit to use them, of directing foreign captains to some particular dealer for their supplies. If the dealer thus favoured should happen to be one of the pilot commissioners, how could he be expected, however conscientiously he might desire to act, to give an unbiased judgment in a case where the conduct or qualification of the friendly pilot might be the question before the board.

60. With regard to the pilots themselves, the extent to which they form a privileged class in the community is very remarkable. It was broadly claimed before the deputy minister in 1891 that in return for their six years' apprenticeship the city council had promised the pilots their charges on vessels from six feet of water upwards to make a living. Such a claim, if it had any foundation in fact, would seem to imply a charge upon the citizens generally, for it cannot be supposed that the city council could mortgage any particular class of private property for the support of certain individuals; and therefore the pledge, if given with any show of legal right, would entitle the pilots to maintenance through an assessment at the public charge. But it may be sufficient to say, with the most kindly feeling towards the pilots themselves, that the committee believe that, neither in the case of the pilots nor in that of any other class of men who may have served an apprenticeship within the city limits, does any such promise, expressed or implied, exist. While, through the decadence of wooden shipping, many masters of vessels have been thrown out of employment, it has never been proposed that shipping generally should be taxed for their support, or the relief of their wives or children. Thirty years ago the shipyards round St. John were crowded with the best class of mechanics. With the cessation of ship-building their employment is gone. Patiently, uncomplainingly, they submitted, and took up other avocations in life. It was never suggested that the city should enter upon ship-building or tax itself in any way to give them employment or relief. But the pilots, numbering 43 in 1876, and now as has been stated 28, have been provided for with the utmost care, and are now maintained at a yearly cost of nearly \$26,000 to the community, while it is evident to the committee from the statements made to them that the actual work of pilotage is done chiefly by a portion only of the men, and that even of the present number several could be spared without their being in any degree missed.

61. It must be remembered that though pilotage dues are primarily a charge upon shipping, yet, if collected without due cause, they become a tax upon the city very nearly to the same extent as if levied upon the citizens by direct assessment. Even where the owners of shipping are not resident they act as a restriction upon the commerce of the port and indeed if unjustly levied may operate in this direction to an extent far exceeding even the \$25,000 or \$26,000 collected in each year.

62. In reply to enquiries made by the committee on this head it has been asserted generally that pilots and pilot boats are necessary for the port, and that but for the maintenance of some system like the present they could not be kept up.

63. But even it be granted that pilots in some cases are necessary, though the fact that pilotage is not compulsory, beyond that the vessel, if spoken, must pay for the pilot's services, whether engaged or not, would seem to show that the legislature is willing in some degree to leave this to the owner or officers of the vessel to determine, it need not, therefore, be assumed that it is necessary that there should be the full number now maintained. In fact the presumption is rather to the contrary, since the number has fallen from 43 to 28, and it is understood that very few appointments are being made. It is provided at Halifax that the number of pilots for the port shall not exceed twenty-five. But, were the compulsory payment of pilotage dues abolished, it does not at all follow that a limited but sufficient number of the better men would not continue to find remunerative employment; and be able either to maintain pilot boats quite as serviceable as at present, or to reach vessels requiring their help at some outside point, even if, in some very special case, the services of a steam-tug boat had to be engaged.

64. In this connection the committee desire to draw attention to the pilotage rules in force at Boston and Quebec which make it incumbent on the pilot boats to cruise for vessels, thus to a certain extent at least securing that pilots shall always

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be available if required. Under the present system at St. John they fear that all the pilots at least do not realize the duty incumbent on them of being always to the front, and engaged rather in assisting vessels, which may really require such aid, to port, than in seeking for prizes upon which they may levy their charges whether for services performed or not.

65. The committee wish to point out also that at Halifax and at Pictou the pilot is required to give a bond with two sureties to the commissioners for the faithful performance of his duty, such bond to be renewed every second year. They think that a similar regulation should have always been enforced at St. John. Reliable men would have no difficulty in providing suitable sureties. If there were any whose credit had fallen so low that they could not do this, it would have the effect of removing them, and very properly, from the list.

66. Under the present system a pilot may be taken by some foreign captain inwards bound, who thinks that he may as well have the services he has to pay for. The pilot may not be thoroughly efficient, or he may have his own reasons for taking some other than the more open course. He may get caught in the fog when a different route would have kept him in clear weather. He may mistake signals and run the vessel straight on shore, and yet, if proceedings were taken against him, it is quite possible that nothing could be recovered. Loss of life or valuable property may ensue. The pilot is suspended for three months or six, and then left free to seek another vessel, possibly with the same result. It would be different if there were responsible sureties for the performance of the pilot's duties, who were liable in some fixed amount for his defaults.

67. As has been already stated, there are now in existence helps to navigation which once were entirely wanting. Captains and mates must pass strict examinations before they are allowed to serve. Printed sailing directions are issued by the admiralty, charts giving the fullest information as to harbours, and their approaches are everywhere to be had. Lighthouses, buoys and fog-whistles so situated that only the most careless or obtuse can be misled, have been provided by the care of the Government at the most important points. Numerous steam tug-boats are maintained in the harbour, officered by men possessing the fullest local knowledge and experience; and, in most cases of the larger sailing vessels, are employed to bring them in or take them out of port.

68. Navigation has its difficulties in all cases, but it may be a serious question whether it is not wiser to cast on the ship's officers the full responsibility for those difficulties, rather than to put them in a position where they are but too apt to think that they can rely entirely upon the pilot, and that their own responsibility is at an end.

69. The statements of Pilot Richard Cline and the late Pilot Samuel Rutherford, two of the most reliable men ever connected with the port, made to the Board of Trade in 1887, and printed in the appendix to the report of the special committee on the Bay of Fundy and the harbour of St. John, show clearly that there are no difficulties in connection with the navigation of these waters that cannot readily be overcome; and that, with reasonable care and prudence, they are perfectly safe. From Brier Island up, Pilot Cline says, the tides are very regular. In the winter, especially, the weather is said by Pilot Rutherford to be clear as a rule. Of course, if compasses are neglected, if distances are not taken, if in thick weather the lead is not used, if the captain is below, if the mate leaves all to the pilot and the vessel is pointed to the shore, there can be but one result; but it is submitted that for that result the port of St. John is not responsible; and that ships' officers in the mercantile marine, if men of ordinary prudence and skill, can in most cases guide their vessels to and from St. John with perfect safety; while, should circumstances arise calling for special local help, it would still be available, even though the system of compulsory payment of pilotage dues was abolished, as is now the case at Portland, Me., and other points, where no such system exists.

70. The approach to St. John from the entrance of the Bay of Fundy by the Southern Channel is wide and open. That channel is nearly 30 miles wide from shore to shore, and offers eighteen miles of clear navigation between the Old

Proprietor Shoals and Gannet Rock on the one side and the north-west ledges on the other. Even the narrower channel forming the approach to the north of the Island of Grand Manan is some four or five miles in width. There are currents and tides undoubtedly to be dealt with, and in the summer season fogs as well, but these are by no means peculiar to the Bay of Fundy. The mariner must indeed be prepared to deal with fogs along the whole North America coast from Newfoundland and southerly beyond New York.

71. The summer climate of St. John itself is tempered by these mists and made cooler perhaps than that of Halifax, or Portland, Maine, because the city is so situated that a fog at the entrance of the harbour in most cases drifts in over the city itself, while Halifax particularly, situated some miles inland, escapes to a considerable extent, as does Rothesay, about the same distance inland from St. John. But in approaching a harbour, fogs have to be dealt with all along the North American coast, north of Cape Hatteras; and it is somewhat curious that of late the most marked cases have occurred off the sister city Halifax rather than St. John. Last April fogs, accompanied by field ice, from which St. John is entirely free, delayed steamships for hours and even days off Halifax harbour. In June H. M. S. "Blake" narrowly escaped collision with another steamer in a fog off the Nova Scotia coast. For nearly two weeks at the end of that month fogs extended along the coast as far south as Boston and beyond. And in August the "Blake" with the Governor General and the Vice Regal party on board left Halifax at midnight on Wednesday the 8th, for Charlottetown, P. E. I., was compelled on account of fog to remain off the Atlantic coast of Nova Scotia until well into Thursday, and did not pass Cape Canso until Thursday evening about half past five. Further than this, Admiral Sir John Hopkins is said to have referred recently at Montreal to the fact that on two occasions the "Blake" had entered Halifax harbour without seeing land on either side. Nothing worse could have occurred in the approaches to St. John, and moreover, in the winter months fogs in the Bay of Fundy are rare, not more common perhaps indeed from November to April than in any other quarter of the world.

72. The harbour of St. John has undoubtedly both its advantages and its difficulties, as have all others, and these difficulties are intensified at the freshest season of the year, when the St. John river, extending some 500 miles into the interior, with its many tributaries, pours its volume of water through the main channel of the harbour into the open sea. Still, within the harbour, numerous steam tug-boats are available, and whatever need for pilots may exist, beyond, it cannot surely be doubted that the very need itself would create the supply, and that capable men, finding the employment before them, would always be on hand and available to do the work.

73. But it appears to the committee that the legislature has definitely pronounced upon the question of the absolute necessity of the pilot for the preservation of life and property by enacting that pilotage shall not be compulsory in any case, except as to the liability to pay pilotage dues. If the services of pilots are absolutely necessary for the safety of human life and the preservation of property, then surely every shipowner and master should be bound, under heavy penalties, not merely to pay for but to engage them. If they are not required by law to engage such services why should they be compelled to pay for what they may not need.

74. It must be remembered, too, that, although the payment of pilotage dues is compulsory in the case of vessels approaching or leaving St. John, the same rule does not apply to all Bay of Fundy ports. At St. Andrews there are pilots. But there the masters or mates of vessels receive certificates which under the 59th section of the Pilotage Act, render them exempt from compulsory charge, thus furnishing another proof that others besides licensed pilots are fully qualified to take vessels into and out of port. And vessels making for Grindstone Island at the mouth of the Petiteodiac and other points are entirely free. If it be safe for vessels so bound to discard the pilot's services with impunity, on what possible principle should it be compulsory to engage or pay for them in approaching or leaving St. John. The system seems almost an insult to the port. It cannot be necessary for the preservation of life or property, or pilotage would be made absolutely compulsory on every vessel entering or leaving the bay.



## St. John, N.B., Pilotage Investigation.

75. After the fullest consideration the committee are forced to the opinion that not merely has compulsory pilotage been rightfully done away with, as is now the case, but that the compulsory payment of pilotage dues should also be abolished, and the business of pilotage, like any other, left to care for itself. The very considerable fund which now exists would probably be sufficient to provide for the aged and infirm among the present pilots, and the widows and children of those deceased. The active men could either pursue their present avocation unaided, or if they preferred other work could take it up. It is very evident to the committee that of the \$25,000 or \$26,000 yearly paid in pilotage dues but a limited portion is really earned by the giving of necessary services in return. And it would, they believe, be wiser to leave the matter to regulate itself rather than to permit the continuance of a system under which the many are forced to pay for the possible requirements of the few; under which in the name of pilotage a favoured class in the community is protected at the expense of all other citizens; under which the commissioners having the matter in charge, seeing the pilots thus protected, are seeking by by-law to "pay or repay" themselves; and under which, if the matter is not dealt with thoroughly and at once, still greater mischiefs may ensue, checking the development of the traffic of the port, and injuring all classes in the community alike.

All of which is respectfully submitted.

On behalf of the committee.

W. M. JARVIS, Chairman.

St. John, N. B., Sept. 12, 1894.

### APPENDIX A.

(COPY.)  
(CANADA.)

#### BARQUE "CURLER."

##### THE WRECKS AND SALVAGE ACT.

In the matter of a formal investigation, held at St. John, N.B., at the office of the chairman of the Board of Examiners of Masters and Mates, on the 20th, 21st, and 28th July, 1894, before Captain W. H. Smith, R.N.R., commissioner, into the circumstances attending the stranding of the barque "Curler," of St. John, N.B., at Herring Bay, Campobello Island, on the 29th June last.

##### REPORT AND DECISION.

The court, having carefully enquired into all the circumstances in connection with the above mentioned shipping casualty, is of opinion that the stranding of the vessel was caused by the careless navigation of the pilot, who was undoubtedly navigating the said vessel at the time she went on shore.

Although he states that his responsibility ceased when he passed Partridge Island, and hauled his flag down, and that thereafter he took no interest in the ship, there is strong evidence to show that he gave several orders on board, proving thereby that he did undertake to navigate the vessel down the bay.

The court has also come to the conclusion that the negligence and indifference of the master contributed to the cause of the stranding.

That the mate is also to blame for not communicating with the master, when the pilot persisted in sailing towards a narrow channel after a dense fog had set in, and when no distance could be seen, and when the vessel was in proximity to the land.

The master, Angus McDonald, is therefore adjudged to be in default, and his certificate is hereby suspended for three calendar months from the date of the stranding of the vessel.

The master certificate of the mate, Timothy Brooks, is also suspended for three months from the date of his surrendering the same to the Minister of Marine and Fisheries; the court, however, recommends the issuing of a mate's certificate to him during the suspension.

The commissioner also recommends that the pilot's license be suspended for six months from the date of the stranding of the vessel.

W. H. SMITH,  
Commissioner.

## APPENDIX B.

### REMARKS

*At the termination of the investigation into the cause of the stranding of the barque "Curler," furnished by Captain W. H. Smith, R. N. R.*

An erroneous impression seems to prevail with regard to a master's duty when he has a pilot on board.

It has, however, been held by the courts, that the captain is never really divested of the control of his vessel, and although in this case he was forced by the law of compulsory pilotage of the port of St. John, to take and employ a pilot as far as the limit outside of Partridge Island, it was a matter entirely of arrangement and agreement between the master and the pilot if the said master wished him to proceed any further beyond that limit, for the purpose of assisting in the navigation of the vessel down the Bay of Fundy.

The evidence goes to prove that the master did so arrange with the pilot, but notwithstanding he engaged the services of the pilot, he could not surrender his command on that account, and was not relieved from all responsibility.

No doubt the local knowledge of a pilot is a very good and sufficient reason why his presence on board a ship is valuable.

Although when a pilot is engaged to navigate a ship it is considered the master is not properly liable for the want of skill or any default or careless navigation on the part of that pilot, is not always possible, or even creditable for the master, whose vessel has been stranded, when a pilot was on board, to shelter himself under such a plea. It is necessary for him to have impressed on his mind that no vigilance or care which he could bestow on the navigation of the vessel, should be wanting either on his part or that of his officers.

He must also be able to show that he did take every known and needful precaution to avoid the disaster, and did exercise all that watchfulness which is required by a master of a vessel having a valuable cargo on board.

Therefore, in order to avoid risk as much as possible to the vessel, if he goes below at any time for the purpose of taking a rest, he should leave proper orders with his officers on deck to call and acquaint him with any change which might take place in the wind or weather, during his absence.

It is his duty to be on deck when fog comes on and the vessel is in proximity to the land, so that he can see that soundings are taken by the deep sea lead, with sufficient frequency and care for the protection of the vessel; and he should use any other known precautions for the safe navigation of the vessel, which may be found necessary.

It is also the duty of the mate or any certificated officer in charge of the deck, to know as well as the captain or pilot, where the ship is, where she is making for, and why she is being steered upon a certain course, and he should at all times be able to consult the chart and if in any doubt, immediately communicate with the captain.

# St. John, N.B., Pilotage Investigation.

## APPENDIX C.

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 31st Dec., 1893.

Rates of pilotage in force 31st December, 1893, for the pilotage district of  
St. John, N.B.:—

### ON ALL SAILING VESSELS.

#### Inward,

- 1st District, \$1.50 per foot draught of water.
- 2nd District, \$1.75 per foot draught of water.
- 3rd District, \$2.25 per foot draught of water.

#### Outward,

- To Partridge Island, \$1.25 per foot draught of water.
- Down the Bay of Fundy, (not compulsory), \$2.00 per foot draught of water.

### TRANSPORTING.

100 tons and under.....	\$ 1 50
Over 100 tons and under 200 tons.....	2 00
“ 200 “ “ 300 “ .....	3 00
“ 300 “ “ 400 “ .....	4 00

And 25 cents additional for every fifty tons such vessel shall measure over  
400 tons.

### ON ALL STEAMERS.

#### Inward,

- 1st District, \$2.00 per foot draught of water.
- 2nd District, \$2.50 per foot draught of water.
- 3rd District, \$3.00 per foot draught of water.

#### Outward,

- To Partridge Island, \$1.75 per foot draught of water.
- Down the Bay of Fundy, (not compulsory), \$2.75 per foot draught of water.

### TRANSPORTING.

100 tons and under .....	\$ 2 00
Over 100 tons and under 200 tons.....	2 50
“ 200 “ “ 300 “ .....	3 75
“ 300 “ “ 400 “ .....	5 00

And 30 cents additional for every fifty tons such steamer shall measure over  
400 tons.

J. U. THOMAS,  
*Secretary.*

## APPENDIX D.

## OFFICE OF PILOTAGE AUTHORITY,

DISTRICT OF ST. JOHN, N.B., 22nd May, 1904.

Rates of Pilotage for all vessels (not otherwise exempt) entering and leaving the port of St. John, N.B. :—

On all Sailing Vessels (not otherwise exempt) of	PER FOOT DRAUGHT OF WATER.				
	Inward.			Outward.	
	First District.	Second District.	Third District.	First District.	Down the Bay.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
80 tons and under 200 tons.....	1 00	1 25	1 50	1 00	2 00
200 " " 300 " .....	1 25	1 50	1 75	1 00	2 00
300 " " 400 " .....	1 50	1 75	2 00	1 25	2 00
400 " " 600 " .....	1 75	2 00	2 25	1 25	2 00
600 " " 800 " .....	2 00	2 25	2 50	1 25	2 00
800 " " 1000 " .....	2 25	2 50	2 75	1 50	2 00
1000 " " 1200 " .....	2 50	2 75	3 00	1 50	2 00
1200 " " 1400 " .....	2 75	3 00	3 25	1 75	2 00
1400 " " 1600 " .....	3 00	3 25	3 50	2 00	2 00
1600 " " 1800 " .....	3 25	3 50	3 75	2 25	2 00
1800 " " 2000 " .....	3 50	3 75	4 00	2 50	2 00

And 25 cents per foot, per district, for each 100 tons such ships shall measure over 2,000 tons.

All steamers (not otherwise exempt) of	PER FOOT DRAUGHT OF WATER.				
	Inward.			Outward.	
	First District.	Second District.	Third District.	First District.	Down the Bay.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
80 tons and under 200 tons.....	1 25	1 50	2 00	1 25	2 00
200 " " 300 " .....	1 50	1 75	2 25	1 25	2 00
300 " " 400 " .....	1 75	2 00	2 50	1 50	2 00
400 " " 600 " .....	2 25	2 50	2 75	1 50	2 00
600 " " 800 " .....	2 50	2 75	3 00	1 75	2 00
800 " " 1000 " .....	2 75	3 00	3 50	2 00	2 00
1000 " " 1200 " .....	3 00	3 25	3 75	2 25	2 00
1200 " " 1400 " .....	3 25	3 50	4 00	2 50	2 00
1400 " " 1600 " .....	3 50	3 75	4 50	2 50	2 00
1600 " " 1800 " .....	3 75	4 00	4 75	2 75	2 00
1800 " " 2000 " .....	4 00	4 50	5 00	3 00	2 00

And 25 cents per foot, per district, for each 100 tons such steamers shall measure over 2,000 tons.

NOTE.—The above rate on steamers not to apply to steamers trading regularly to St. John; they to pay the same rate as sailing vessels,

J. U. THOMAS,  
Secretary.

# St. John, N.B., Pilotage Investigation.

## APPENDIX E.

### No. 1.

DEPARTMENT OF MARINE AND FISHERIES,  
OTTAWA, 21st August, 1894.

SIR,—I have to acknowledge receipt of your letter of the 16th instant in reference to the matter of payment to the Pilotage Commissioners of St. John for attendance on meetings and requesting copies of correspondence and also of any order or authority given for any such payment, and in reply I inclose herewith for the information of the Board of Trade copy of Order in Council of the 20th March last, providing for the payment to the commissioners of expenses incurred by the commissioners in the discharge of their duty, and also of correspondence in the matter.

I am sir, your obedient servant,

WM. SMITH,  
*Deputy Minister of Marine and Fisheries.*

IRA CORNWALL, Esq.,  
Secretary Board of Trade, St. John, N.B.

### No. 2.

(Copy)

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 1st March, 1894.

SIR,—I have been instructed to forward to you the inclosed by-law, passed by a meeting of the Board held this day, for the approval of His Excellency the Governor General in Council.

Trusting the matter will receive your early attention.

I have the honour to be, sir,  
Your obedient servant,

J. U. THOMAS,  
*Secretary St. John Pilot Commissioners.*

WM. SMITH, Esq.,  
Deputy Minister of Marine and Fisheries.

### No. 3.

(Copy.)

DEPARTMENT OF MARINE AND FISHERIES,  
OTTAWA, 6th March, 1894.

SIR,—I have the honour to inclose herewith a by-law passed by the Pilotage Authority of the District of St. John, N.B., providing for payment of expenses of commissioners, and I have to request that you will be good enough to inform me whether there is any legal objection to the by-law. I beg in this connection to refer you to your letter of the 26th October, 1891, No. 504 of 1891, relating to the Halifax authority.

I am, etc.,

WM. SMITH,  
*Deputy Minister of Marine and Fisheries.*

E. L. NEWCOMBE, Esq.,  
Deputy Minister of Justice.

No. 4.

(Copy.)

DEPARTMENT OF JUSTICE,  
OTTAWA, 12th March, 1894.

SIR,—In reply to your letter of the 6th instant No. 5566, inclosing copy of a by-law passed by the Pilotage Authority of the District of St. John, N.B., I have the honour to state that, in my opinion, there is no legal objection to the proposed by-law being approved.

I have to thank you for your reference to my predecessor's letter of October, 1891, relating to a by-law passed by the Halifax Pilotage Authority.

Papers returned herewith,

— I am, &c.,

E. L. NEWCOMBE,  
*Deputy Minister of Justice.*

The Deputy Minister of Marine and Fisheries,  
Ottawa.

No. 5.

(Copy)

*Certified copy of a report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th March, 1894.*

The Minister of Marine and Fisheries submits herewith for approval a by-law passed by the Pilotage Authority of the District of St. John, N.B., on the 1st March, 1894, providing for repayment to the commissioners of expenses necessarily incurred in the discharge of their duties.

The Minister states that the by-law has been submitted to the Department of Justice, and the Deputy Minister has reported that in his opinion there is no legal objection to it.

The committee submit the same for Your Excellency's approval.

JOSEPH POPE,  
*Assistant Clerk of the Privy Council.*

To the Honourable  
The Minister of Marine and Fisheries.

No. 6.

(Copy)

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 1st March, 1894.

*By-law to provide for the payment of the St. John Pilot Commissioners.*

Each commissioner shall be entitled to be repaid any expenses necessarily incurred by him in the discharge of his duty as such commissioner, provided however that no commissioner shall receive more than one hundred dollars, or the chairman more than two hundred dollars, for their expenses in any one year.

J. U. THOMAS,  
*Secretary.*

St. John, N.B., Pilotage Investigation.

No. 7.

(Copy)

DEPARTMENT OF MARINE AND FISHERIES,  
OTTAWA, 13th April, 1894.

SIR,—Referring to my letter of the 16th ultimo with reference to by-law passed by the Pilotage Authority of the district of St. John, N.B., I beg to inform you that an Order in Council issued on the 28th ultimo sanctioning the repayment to the commissioners of expenses necessarily incurred in the discharge of their duties.

I will forward you a copy of the *Canada Gazette* containing the Order in Council when issued.

I am, &c.,

WM. SMITH,  
*Deputy Minister of Marine and Fisheries.*

J. U. THOMAS, Esq.,  
Secretary Pilotage Commissioners,  
St. John, N.B.

APPENDIX F.

PILOTAGE AT PORTLAND, ME.

PORTLAND, ME., August 9th, 1894.

MESSRS. SCAMMELL BROS.,  
St. John, N.B.

DEAR SIRS,—Your favour of the 8th inst. at hand and contents noted. The pilotage here is not compulsory, and there are no branch pilots. Most of the piloting is done by fishermen, who pick the vessels up while engaged at their business. In the absence of any specified trade made with the captain they can collect \$2.00 per foot on sailing vessels. Frequently captains make a trade at much less rate.

During the winter season, while the regular lines of steamers are running here, each line has their pilots, and they then have regular pilot boats, and go out cruising for the steamers. They get \$3.00 per foot for piloting them inwards, and \$1.25 per foot outwards.

We have no pilotage law.

Any further information we can give you on the subject we will gladly furnish.

Yours very truly,

CHAS. LEAVITT & CO.

Appendices 1 to 14, inclusive, not reprinted.

OFFICE OF PILOTAGE AUTHORITY,  
DISTRICT OF ST. JOHN, N.B., 3rd May, 1894.

At a meeting of the commissioners held this day, present: Messrs. R. C. Elkin, James Knox, E. Lantalum and William Thomas, the committee appointed to revise the pilotage rates, reported that they had attended to their duties, and had found that while the gross amount of pilotage received was not more than sufficient to maintain the service, yet in their opinion the small vessels paid more in proportion to their tonnage than the larger class of ships and steamers, and recommended that in the amended section 12 of the by-laws assented to 9th June, 1886, the rates of pilotage be changed to the following schedule:—

RATES of pilotage on all vessels (not otherwise exempt) entering and leaving the port of St. John, N.B.

On all Sailing Vessels (not otherwise exempt) of			RATE PER FOOT DRAUGHT OF WATER.				
			Inward.			Outward.	
			First District.	Second District.	Third District.	First District.	Down the Bay.
			\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
80 tons and under	200 tons	.....	1 00	1 25	1 50	1 00	2 00
200 "	300 "	.....	1 25	1 50	1 75	1 00	2 00
300 "	400 "	.....	1 50	1 75	2 00	1 25	2 00
400 "	600 "	.....	1 75	2 00	2 25	1 25	2 00
600 "	800 "	.....	2 00	2 25	2 50	1 25	2 00
800 "	1,000 "	.....	2 25	2 50	2 75	1 50	2 00
1,000 "	1,200 "	.....	2 50	2 75	3 00	1 50	2 00
1,200 "	1,400 "	.....	2 75	3 00	3 25	1 75	2 00
1,400 "	1,600 "	.....	3 00	3 25	3 50	2 00	2 00
1,600 "	1,800 "	.....	3 25	3 50	3 75	2 25	2 00
1,800 "	2,000 "	.....	3 50	3 75	4 00	2 50	2 00

And twenty-five cents (25c.) per foot per district, additional, for each 100 tons such ships shall measure over 2,000 tons.

On all Steamers (not otherwise exempt) of			RATE PER FOOT DRAUGHT OF WATER.				
			Inward.			Outward.	
			First District.	Second District.	Third District.	First District.	Down the Bay.
			\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
80 tons and under	200 tons	.....	1 25	1 50	1 75	1 25	2 00
200 "	300 "	.....	1 50	1 75	2 25	1 25	2 00
300 "	400 "	.....	1 75	2 00	2 50	1 50	2 00
400 "	600 "	.....	2 25	2 50	2 75	1 50	2 00
600 "	800 "	.....	2 50	2 75	3 00	1 75	2 00
800 "	1,000 "	.....	2 75	3 00	3 50	2 00	2 00
1,000 "	1,200 "	.....	3 00	3 25	3 75	2 25	2 00
1,200 "	1,400 "	.....	3 25	3 50	4 00	2 50	2 00
1,400 "	1,600 "	.....	3 50	3 75	4 50	2 50	2 00
1,600 "	1,800 "	.....	3 75	4 00	4 75	2 75	2 00
1,800 "	2,000 "	.....	4 00	4 50	5 00	3 00	2 00

And twenty-five cents (25c.) per foot per district, additional for each 100 tons such steamers shall measure over 2,000 tons.

NOTE.—The above rates on steamers shall not apply to lines of steamers trading regularly to St. John N.B. They to pay the same rate as sailing vessels.

Whereupon, on motion, *Resolved*:—That the recommendation of the committee be adopted and a copy of the resolution and rates be forwarded to the Governor in Council, asking his sanction to the same.

J. U. THOMAS,  
Secretary.

#### EXTRACT

*From Letters Patent dated 18th May, 1785, under the Great Seal of the Province of New Brunswick, incorporating the City of St. John.*

"And we do further, for us, our heirs and successors, will, ordain and grant, that the mayor of the said city, for the time being, shall for ever hereafter be clerk



## St. John, N.B., Pilotage Investigation.

of the market of us, our heirs and successors, within the city aforesaid, and the limits, liberties and precincts thereof; and that the mayor of the said city, for the time being, by himself or his deputy, may and shall have full power and authority to do and execute, and shall, and may do and execute, for ever, within the limits, liberties and precincts of the said city, all and whatsoever to the office of clerk of the market there doth, shall or may belong, without any hinderance or impediment of us, our heirs or successors, or any of the officers of us, our heirs or successors; and that no other clerk of the market shall intermeddle there; and also that the mayor of the said city, for the time being, and his successors, during the time of his or their mayoralties, and no other, be and shall be the bailiff and conservator of the water of the bay, harbour and river St. John, and the coves, inlets and creeks thereof, and shall and may do, exercise and execute the said office of bailiff and conservator of the waters aforesaid, or water bailiff, by him or themselves, or by his or their sufficient deputy or deputies, in, upon or about the same waters aforesaid, in and through all the limits, bounds and jurisdiction of the said city of St. John, upon all and every the banks, shores and wharves of the same waters aforesaid, within the limits and bounds aforesaid, and to have, receive, collect and enjoy all and singular wages, rewards, fees and profits to the same offices of clerk of the market and water bailiff, or any of them due or to be due, or belonging to his or their own use, without any account thereof to us, our heirs or successors to be made. And also that the mayor of the said city, for the time being, shall have full power and authority to license and appoint, by warrant under his hand and seal, two or any greater number of marshals of the said city; and bell-ringers, criers of courts of sessions and common pleas, porters of the great beam, balance and weights, common porters, carriers, cartmen, carmen, wagoners, teamsters, draymen, lightermen, ballastmen and wherry-men, packers, cullers, common criers, scavengers and beadles; and to displace all or any of them, and to put others in their rooms, and to add to or diminish the number of them or any of them (except the marshals, which shall not be less than two) when and as often as the mayor for the time being shall think fit. And also that the mayor of the said city, for the time being, shall have a common seal, which shall be called the Seal of the Mayoralty of St. John, and shall serve and be used as well for the deputing, licensing or appointing of all such officers and ministers of the said city as are or shall be in the nomination or appointment of the mayor of the said city for the time being, as for the certifying any act, matter or things, transacting or to be transacted or done within the said city, and which may be thought useful or necessary to be certified under the seal of the said mayor, as chief magistrate of the said city; and that he, the said mayor for the time being, shall and may have, receive and take for the said seal, such fees and perquisites as shall be established by the common council of the said city, or the major part of them, without any account thereof to be rendered to us, our heirs and successors."

### XXVI. GEORGE III., CAP. XLVI.

#### *An Act for Confirming unto the City of St. John its Rights and Privileges.*

I. Be it enacted by the Governor, Council and Assembly, that the mayor aldermen and commonalty of the City of St. John shall, and may forever hereafter remain, continue and be a body corporate and politic, *in re, facto et nomine*, by the name of the mayor, aldermen and commonalty of the city of St. John, and by that name sue and be sued, plead and be impleaded, answer and be answered unto, without any seizure or forejudger for or upon any pretence of any forfeiture or misdemeanour at any time heretofore done, suffered or committed.

And that all and singular letters patent, grants, charters and gifts, sealed under the Great Seal of this province, heretofore made and granted unto the mayor, aldermen and commonalty of the city of St. John, be and are hereby declared to be and shall be good, valid, perfect, authentic and effectual in the law, and shall stand and be taken, reputed, deemed and adjudged good, perfect, sure, available,

authentic and effectual in the law, against the King's Majesty, his heirs and successors, and all and every person or persons whomsoever, according to the tenor and effect of the said letters patent, grants, charters and gifts, and that the same be and are to all intents and purposes hereby ratified and confirmed.

II. And be it further enacted, that the mayor, aldermen and commonalty of the city of St. John, and their successors, shall, and may forever hereafter peaceably have, hold, use and enjoy, all and every the rights, gifts, charters, grants, powers, liberties, privileges, franchises, customs, usages, constitutions, immunities, markets, duties, tolls, lands, tenements, estates, and hereditaments which have heretofore been given or granted unto the mayor, aldermen and commonalty of the city of Saint John, by any letters patent, grant, charter or gift, sealed under the seal of this province.

III. And be it further enacted, that this present Act shall be accepted, taken and reputed to be a public Act, of which all and every the judges and justices of this province in all courts and all other persons shall take notice on all occasions whatsoever, as if it were a public Act of Assembly relating to the whole province, anything herein contained to the contrary thereof in anywise notwithstanding.

## XXVI. GEORGE III., CAP. LII.

### *An Act for Regulating Pilots.*

Whereas the appointment of wardens and branch pilots for the different ports in this province, will tend to the safety of the navigation and proper regulation thereof; as many accidents have happened and much damage been sustained through the ignorance or neglect of pilots from other ports, and not living in this province.

I. Be it therefore enacted, by the Governor, Council and Assembly, that the justices of the common pleas in each of the counties, where the same shall be found necessary, shall appoint three or more wardens of the port, which wardens shall examine and recommend such branch pilots and as many of them as may be found necessary. Which pilots so recommended, are to be approved and appointed by the said magistrates for the port or ports respectively in each county within this province, and that the pilots so appointed and confirmed as aforesaid, shall be entitled to demand and receive from the master of each ship or vessel that shall come into any port in this province, for which port said pilot shall have a branch, his established fees of pilotage, which shall be fixed by the said magistrates and wardens of such port, according to the draft of water such ship or vessel may draw, that is to say, if said pilot shall be found by the said wardens to have done his duty by offering his service of piloting such ship or vessel in proper place and time. And if the master of such ship or vessel do not employ such pilot, yet if he can prove that he offered his services at a proper time and place, he shall be entitled to receive from the master of such ship or vessel his full rate of pilotage, unless said ship or vessel belong to said port.

II. Provided always, that this Act shall not be construed to extend to vessels commonly called coasters, going from one port in this province to another, or from one port to another in the Bay of Fundy, unless the master of such vessel respectively shall choose to employ such pilot. Provided also, that this Act shall not be construed to extend to vessels which do not draw six feet of water.

III. And be it further enacted, that the said magistrates and wardens are hereby authorized and empowered to make such regulations and establish such rates of pilotage, as well as to subject the said pilots in the several counties respectively, to such penalties and forfeitures for offences as they shall judge expedient, during the continuance of this Act, all of which fees, penalties and forfeitures shall be prosecuted for, and recovered before such court as may be competent to take cognizance of the same.

IV. Provided always, that nothing in this Act shall extend or be construed to extend to abridge, diminish or interfere with the powers given to the common council of the city of St. John, in and by the charter of the said city.

## St. John, N.B., Pilotage Investigation.

V. And be it further enacted, that the pilots which shall be appointed by the said common council, shall be entitled to the same fees, perquisites and privileges that any pilots appointed by virtue of this Act are entitled to.

### III. VICTORIA, CAP. LXX.

*An Act to extend the jurisdiction of the Corporation of the City of St. John, for the regulation of the rates of Pilotage beyond the limits now prescribed by charter.*

[Passed 31st March, 1840.]

I. Be it enacted by the Lieutenant-Governor, Legislative Council and Assembly, that the mayor, aldermen and commonalty of the city of St. John, in common council convened, be and they are hereby authorized and empowered to make laws and ordinances for the regulation of the branch pilots of the port of St. John in respect to rates of pilotage to be taken by them as distance money, extending to such parts of the Bay of Fundy in connection with the harbour of St. John as they shall deem expedient, and under such penalties, restrictions and forfeitures as the said common council may see fit.

II. And be it enacted, that this Act shall remain and be in force until the first day of April, one thousand eight hundred and forty-three.

(This Act was continued to 1860 by subsequent Acts.)

*Extract from By-laws of the City of St. John, N.B.*

### A LAW

for regulating pilots, and establishing the rates of pilotage of vessels into and out of the harbour of St. John.

[Passed, 29th January, 1850.]

[Confirmed, 5th February, 1850.]

Be it ordained by the mayor, aldermen, and commonalty of the city of St. John in common council convened, that two or more of the port wardens, the port master, and two branch pilots of the port and harbour of St. John, of not less than eight years' standing as full branch pilots, shall be nominated by the common council, who, with three members of the common council from time to time also nominated, shall be a committee to examine every candidate for a branch or license from the mayor, aldermen, and commonalty of the said city, to act as a pilot for the port or harbour of St. John; and no person shall be entitled to receive a branch without a recommendation from the aforesaid committee, or a majority of them, stating him to be a fit and proper person, and every way qualified to become a branch pilot; and no person whatever shall be appointed a branch pilot unless such person, in addition to such recommendation, shall, between the ages of 14 and 30 years, have served an apprenticeship of at least five years in succession, under lawful indentures, with one or more of the regular branch pilots of the port of St. John aforesaid, and after the expiration of his apprenticeship shall have made two foreign voyages to Europe in a square-rigged vessel, and be 21 years of age; and that no person whatever residing out of the city of St. John, shall be appointed to the situation of branch pilot of the said port, or having been appointed while residing in the said city, and afterwards moving out of the said city shall be permitted to exercise the office, but the license or warrant of appointment of such person shall thenceforth become vacated, null, and void; and from and after the passing of this law that so soon as the articles of apprenticeship are executed by and between the contracting parties the master shall file the same in the office of the common clerk of the city, and shall at the time of such filing, cause the name of the apprentice to be enrolled with said clerk in a book to be kept for that purpose, by putting down the name of the said apprentice and to whom bound; and the commencement of such apprenticeship shall

be computed from the time or date of such enrollment, and not from the date of the indenture; and in case of the failure of the master to file such indenture as aforesaid, he shall forfeit and pay a sum of not less than £10 per month for each and every month he shall neglect to file such indentures, but this shall not interfere with the apprentices now or heretofore regularly indentured, as the said apprentice, on application for a branch, will be required to produce from his master a certificate that he has fully performed his apprenticeship, and that he is of good moral character, and of sober and temperate habits.

II. And be it ordained that the member of this board first named on the said committee shall be chairman of the committee of examiners, and that it shall be the duty of the said chairman to notify each member of the said board or committee of examiners of the time and place of the meeting for examination, and that before any examination shall be proceeded with at least two-thirds of the said board of examiners shall be present, and remain during the time of examination.

III. And be it ordained, that each and every person who now is, or hereafter shall be, appointed a branch pilot of the port or harbour of St. John shall be the owner of a good and sufficient boat, and shall keep the same in good repair, for the purpose of boarding any ships or vessels which shall appear off the said port or harbour of St. John requiring a pilot, under the penalty of five pounds; and every such pilot who shall go on board and take charge of any ship or vessel inward bound shall bring such ship or vessel into the said port or harbour, and shall there remain on board thereof twenty-four hours, or until such ship or vessel is well and sufficiently moored in a safe place or berth or secured alongside of one of the wharves within the said harbour, under the penalty of ten pounds.

IV. And be it ordained, that if any such pilot shall offer his services to any ship or vessel appearing off and intending to come into the said port or harbour and be refused (no other branch pilot being then on board, or having previously offered his service to such ship or vessel), such pilot so refused shall be entitled to demand and receive the same rate of pilotage as if he had been actually employed to pilot such ship or vessel into the said port or harbour; provided such services are offered before such ship or vessel comes abreast of the Island Rocks (so called) at the east of Partridge Island, bearing west from the said ship or vessel, unless such ship or vessel shall belong to or be owned in the said port or harbour of St. John, in which case such pilot shall be entitled to only half the said rate.

V. And be it ordained, that if any such pilot shall offer his services to any ship or vessel outward bound, after such ship or vessel shall be cleared at the custom-house and before being under weigh, (no other pilot being on board or engaged to take out such ship or vessel) such pilot so offering shall be entitled to demand and receive his pilotage as above mentioned in like manner as if actually employed, and if any pilot shall have been previously engaged such pilot so engaged shall be entitled to demand and receive his rate of pilotage, whether afterwards employed to take out such vessel or not, provided such pilot shall be in readiness and offer to take charge of such vessel when taking her departure.

VI. And be it ordained, that it shall and may be lawful for any branch pilot to ask, demand and receive of and from the master of any ship or vessel, or of and from any other person or persons who shall employ him for piloting such ship or vessel out of or into the port or harbour of St. John, the rates or sums following, that is to say: The sum of five shillings per foot for removing and taking such ship or vessel out of the harbour; and for bringing such ship or vessel into the harbour and mooring her into a safe berth or place, or securing her alongside one of the wharves of the said harbour, the following rates, according to the following distances, that is to say:—

	Bearings.	Rate per foot.
<i>First distance.</i> —		
From Partridge Island to Musquash Head.....	North-west	5s. 0d.
<i>Second distance.</i> —		
From Musquash Head to Point Lepreaux.....	North-west	6s. 3d.

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	Bearings.	Rate per foot.
<i>Third distance.—</i>		
From Point Lepreaux to north head of Grand Manan, North-west or North Channel.....	South-east }	7s. 6d.
<i>Fourth distance.—</i>		
From the north head of Grand Manan, or North Channel as aforesaid, to Machias Seal Islands, South or Brier Island .....	South-east }	8s. 9d.
<i>Fifth distance.—</i>		
Anywhere outside the aforesaid distances.....		10s. 0d.

And that in thick or foggy weather, the several distances shall be ascertained by soundings, or by the distance run after the pilot gets on board, or in such other manner as the same can be best ascertained, or the pilot and master of the vessel can agree upon; and if any pilot shall be detained on board any such ship or vessel under and by virtue of the quarantine laws of the province, he shall be entitled to demand and receive of and from the said master, or other person or persons aforesaid, the sum of ten shillings per diem for every day of such detention, in addition to the allowance aforesaid.

VII. And be it ordained, that if any such pilot shall presume to ask, demand, or receive any greater or higher reward for the pilotage of any ship or vessel than is hereinbefore provided and allowed, he shall forfeit and pay the sum of five pounds, and if it shall appear at any time to the satisfaction of the common council that such pilot has been guilty of any neglect of duty, or has conducted himself in a disorderly or improper manner while in the exercise of his office, and has at any time been found intoxicated, then, and in any such case, he, the said pilot, shall be suspended from the exercise of his office, during the will and pleasure of the common council.

VIII. And be it ordained, that this law shall not extend, or be construed to extend, to vessels commonly called coasting vessels unless square rigged, going from one part of the Bay of Fundy to another, or to steamboats propelled by steam, or vessels drawing under six feet of water, but that such coasters, steamboats, or vessels propelled by steam, and vessels drawing under six feet of water, shall be exempt from the payment of pilotage, unless a pilot shall be actually employed on board thereof, in which case the pilot so employed shall be entitled to demand and receive of and from the master of such vessel or boat, or person or persons as aforesaid, at and after the rate of pilotage herein before provided and allowed.

IX. And be it ordained, that no branch pilot, during the first year of his employment as a regular branch pilot, shall be permitted to pilot any vessel drawing over twelve feet of water, under the penalty of five pounds for each and every offence.

X. And be it ordained, that if any pilot shall be employed in the removal of any ship or vessel within the said port or harbour, from any mooring ground to any wharf, or from any wharf to any mooring ground, or from one wharf to another wharf, and such pilot shall see the same vessel properly secured and moored, he shall be entitled to demand and receive for every such service, as follows, viz; the sum of seven shillings and sixpence for vessels not exceeding one hundred tons; the sum of ten shillings for vessels over one hundred and not exceeding two hundred tons; the sum of fifteen shillings for vessels over two hundred and not exceeding three hundred tons; and the sum of twenty shillings for all vessels over three hundred tons.

XI. And be it ordained, that for the encouragement of pilots, such branch pilots as have boats, or are part or share owners of boats or burthen of not less than fifteen tons, shall be allowed to employ two apprentices, and not more, for whom he or they shall be entitled to demand and recover the pilotage of any inward bound ship or vessel of the depth and in the manner following that is to say, viz; for such apprentice as shall have served three years of his apprenticeship, and be of the full

age of nineteen years, he shall be entitled to the pilotage of inward bound vessels of the depth of eight feet, and not more; and for each apprentice as shall have served four years of his apprenticeship, and be of the age of twenty years, he shall be entitled to the pilotage of inward bound vessels of the depth of ten feet, and no more; and no other branch pilot shall be permitted to take from such apprentice the charge of such inward bound ship or vessel of which such apprentice shall be in charge; provided always, that the said apprentice shall have been examined and recommended by the examining committee, and shall behave himself in the execution of the duties to be performed by him, and shall faithfully comply with and obey all such regulations as shall be made for the regulation of pilots for the port and harbour of St. John.

XII. And be it ordained, that if any person shall exercise the duties of a branch pilot for the port and harbour of St. John, without being duly qualified, he shall forfeit and pay the sum of ten pounds.

XIII. And be it ordained, that all fines, penalties and forfeitures imposed in and by this law, shall and may be prosecuted and recovered by and in the name of the chamberlain of the said city for the time being, upon conviction of the offender, before the mayor or recorder, or any one of the aldermen of the said city, upon the oath of one or more credible witness or witnesses, the confession of the party offending, or the view of the said mayor, recorder or aldermen before whom such conviction shall be had, or by action of debt in any court of competent jurisdiction to be prosecuted, or in any other lawful method to be obtained, in the manner and for the uses directed in and by the charter of the said city, and shall and may be levied by distress and sale of the offender's goods and chattels, by warrant under the hand and seal of the said mayor, or recorder, or aldermen as aforesaid, and in case sufficient goods and chattels cannot be found whereon to levy, the said offender shall be committed to the common gaol of the city and county of St. John, there to be imprisoned for twenty days, when the fine or sum to be paid shall be five pounds; or thirty days, when the fine or sum shall be ten pounds.

#### 1. LIMITS OF NEW BRUNSWICK.

(See Houston's "Constitutional Documents of Canada," page 22, and Governor Carleton's commission in full, in Dominion Sessional Papers, vol. 16, No. 70.)

#### *Commission to Governor Carleton, 1784.*

George the Third, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. To our trusty and well beloved Thomas Carleton, Esquire, greeting. We, reposing especial trust and confidence in the prudence, courage and loyalty of you, the said Thomas Carleton, of our especial grace, certain knowledge and mere motion have thought fit to constitute and appoint you, the said Thomas Carleton, to be our captain general and governor in chief of our province of New Brunswick; bounded on the westward by the mouth of the River St. Croix, by the said river to its source, and by a line drawn due north from thence to the southern boundary of our province of Quebec; to the northward by the said boundary as far as the western extremity of the Bay des Chaleurs; to the eastward by the said bay and the gulf of St. Lawrence to the bay called Bay Verte; to the south by a line in the centre of the Bay of Fundy from the River St. Croix aforesaid to the mouth of the Musquat River; by the said river to its source; and from thence by a due east line across the isthmus into the Bay Verte to join the eastern line above described; including all islands within six leagues of the coast, with all the rights, members and appurtenances whatsoever thereunto belonging. And we do hereby require and command you to do and execute all things in due manner that shall belong to your said command.

In witness whereof, we have caused these our letters to be made patent. Witness ourself, at Westminster, the sixteenth day of August, in the twenty-fourth year of our reign.

(By writ of privy seal)  
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YORKE.

## St. John, N.B., Pilotage Investigation.

### 2. LIMITS OF CITY OF ST. JOHN.

#### 1. *As given in Consolidated Statutes of New Brunswick, 1877, page 63.*

By a line to commence and beginning near Fort Howe at Portland Point, at low water mark, and thence running a direct line to a small point or ledge of land at the causey by the old saw-mill; thence east north-east until a direct line shall strike the creek running through Hazen's Marsh, on the east side of the eastern district; thence along the course of the said creek to its mouth; thence by a line running south nineteen degrees west into the bay until it meets a line running east from the south point of Partridge Island, and along the said line to the said point; thence by a direct line to a point on the shore which is at the south-east extremity of a line running south forty-two degrees east from the River St. John to the Bay of Fundy, and terminating the town lots of the western district; thence along the said line north forty-two degrees west to the River St. John aforesaid, and continuing the said course across the said river until it meets the opposite shore, and thence along the north shore of the said river at low water mark to Portland Point aforesaid.

#### 2. *As given in Governor Carleton's Letters Patent, A.D. 1786.*

Bounded by a line to commence and beginning near Fort Howe at Portland Point, at low water mark, and thence running a direct line to a small point or ledge of land at the causey by the old saw-mill; thence east north-east until a direct line shall strike the creek running through Hazen's Marsh on the east side of the eastern district aforesaid; thence along the course of the said creek to its mouth; thence by a line running south nineteen degrees west into the bay, until it meets a line running east from the south point of Partridge Island, and along the said line to the said point; thence by a direct line to a point on the shore, which is at the south-east extremity of a line running south forty-two degrees east from the River St. John to the Bay of Fundy, and terminating the town lots of the western district aforesaid; thence along the said line north forty-two degrees west to the River St. John aforesaid, and continuing the said course across the said river until it meets the opposite shore, and from thence along the north shore of the said river at low water mark to Portland Point aforesaid.

#### 3. *Powers of Common Council of St. John under City Charter.*

And further we do, of our special grace, certain knowledge, and mere motion, for us, our heirs and successors, give and grant unto the said mayor, aldermen and commonalty of the city of St. John, and their successors for ever, that the mayor or recorder, with three or more aldermen, and three or more assistants of the said city, for the time being, be, or shall be, for ever hereafter called the common council of the city of St. John, and that the said common council of the said city for the time being, or the major part of them, have and may, and shall have full power, authority and licence, to frame, constitute, ordain, make and establish from time to time, all such laws, statutes, rights, ordinances and constitutions which to them, or the greater part of them, shall seem to be good, useful or necessary for the good rule and government of the body corporate aforesaid; and of all officers, ministers, artificers, citizens, inhabitants and residents of the said city within the limits thereof, and for declaring how and after what manner and order the mayor, recorder, aldermen and assistants of the said city, for the time being, and all and every one of their officers and ministers, and all artificers, inhabitants and residents of the same city, and their factors, servants and apprentices, in their offices, functions and business, within the said city and liberties thereof, for the time being, and from time to time shall use, carry and behave themselves; and for the further public good,

NOTE.—The "eastern district" mentioned refers to the part of the city east of the river or harbour, which before 1786 was known as the town or district of Parr.

common profit, trade and better government of the said city, and for the better preserving, governing, disposing, letting and setting of the lands, tenements, possessions and hereditaments, goods and chattels to the aforesaid mayor, aldermen and commonalty of the said city of St. John belonging, or to them and their successors hereafter to belong; and all other things and causes whatsoever touching or concerning the said city, or the state, right and interest of the same; provided that such laws be not contradictory or repugnant to the laws or statutes of that part of our kingdom of Great Britain, called England, or of our said Province.

And we do further, of our especial grace, certain knowledge, and mere motion, give and grant unto the said mayor, aldermen and commonalty, and to their successors, that they and their successors be the conservators of the water of the river, harbour and bay of the said city, and shall have the sole power of amending and improving the said river, bay and harbour, for the more convenient, safe and easy navigating, anchoring, riding and fastening the shipping resorting to the said city, and for the better regulating and ordering the same; and that they the said mayor, aldermen and commonalty, and their successors, shall and may, as they shall see proper, erect and build such and so many piers and wharves into the said river, as well for the better securing the said harbour, and for the lading and unlading of goods, as for the making docks and slips for the purpose aforesaid; and that they shall and may have, receive and take reasonable anchorage, wharfage and dockage for the same, without any account thereof to be rendered to us, our heirs and successors.

(Copies.)

## II. GEORGE IV., CAP. VI.

*An Act to make more effectual regulations relating to Pilots within this Province.*

[Passed the 20th March, 1821.]

"Whereas on account of the increased trade of the province, the laws now in force for regulating pilots have been found inadequate to the purposes intended; for the remedy thereof."

I. Be it therefore enacted by the Lieutenant-Governor, Council and Assembly, that an Act made and passed in the twenty-sixth year of the reign of his late Majesty King George the Third, intituled "An Act for regulating Pilots," also an Act made and passed in the fiftieth year of the reign of His late Majesty King George the Third, intituled "An Act to continue and amend an Act, intituled 'An Act for regulating Pilots,'" and an Act made and passed in the fifty-seventh year of the reign of His late Majesty King George the Third, intituled "An Act in addition to and amendment of an Act, intituled 'An Act for regulating Pilots,'" be, and the same are hereby repealed.

II. And be it further enacted, that the justices of the inferior courts of common pleas in each of the counties in this province wherein the same shall be found necessary, shall appoint three or more fit persons to be wardens of the port in such counties respectively, which wardens shall examine such persons as shall make application to be appointed branch pilots, and shall recommend as many of them as shall be found necessary, to the said justices, which persons so recommended shall be appointed by the said justices, branch pilots for the port or ports in such counties respectively; and the said justices, with two or more of the said wardens, are hereby authorized and empowered from time to time, to establish such rates of pilotage of ships and vessels, according to their draught of water, as they shall judge just and equitable, and also to make such regulation for the better government of the said pilots, and under such reasonable penalties and forfeitures for the breach thereof, as they shall judge requisite and expedient; provided always, that such penalties or forfeitures, shall not in any case exceed the sum of ten pounds.

III. And be it further enacted, that the said branch pilots so recommended, and appointed as aforesaid, and each of them respectively, shall be entitled to demand, sue for, and recover from the master of each ship or vessel that shall be



## St. John, N.B., Pilotage Investigation.

piloted and brought by any such pilot, agreeably to the regulations so to be made as aforesaid, into any port for which such pilot shall have a branch, such rates and fees of pilotage as shall so be established as aforesaid.

IV. And be it further enacted, that if any such branch pilot shall in any case make it appear that he has discharged his duty by offering his service to pilot any ship or vessel that shall come into any port for which he shall have a branch, in proper time and place, agreeably to the regulations so to be made as aforesaid, and the master of such ship or vessel not having any other pilot on board authorized to act as such, under and by virtue of this Act, shall not employ such pilot so offering his service as aforesaid, then and in such case, such pilot, upon due proof, by the oath of one or more credible witness or witnesses, that he did so offer his service, shall be entitled to demand, sue for, and recover from the master of such ship or vessel, one moiety of such rates and fees as shall be so established as aforesaid, for the pilotage of such ship or vessel.

V. And be it further enacted, that such persons as are so recommended to be appointed branch pilots, shall previous to their receiving such branch, in such county, enter into recognizance to His Majesty, before one or more of the said justices, in the sum of one hundred pounds, with two sufficient sureties in the sum of fifty pounds each, well and faithfully to discharge the duties of his office as branch pilot, in such county, and to obey all such regulations as shall be made as aforesaid, under and by virtue of this Act; which recognizance shall be returned to, and filed in the office of the clerk of the inferior court of common pleas in such counties respectively, by the said justice or justices taking such recognizance.

VI. And, for the encouragement of pilots, be it further enacted, that such pilot or pilots, having boats of the burthen of not less than eight tons, shall for each boat be allowed to employ three apprentices, for whom he or they shall be entitled to demand and receive the full pilotage of any inward-bound ship or vessel, which any such apprentice shall have piloted into any port or place to which he shall belong, and no other branch pilot shall be permitted to take from such apprentice, the charge of any inward-bound ship or vessel of which such apprentice shall have charge. Provided always, that every such apprentice shall have been articted to serve his master, in his occupation as a branch pilot, the full and complete term of five years, and that he shall have served three years of his said apprenticeship, and is not under eighteen years of age. Provided also, that every such apprentice shall have been examined and recommended by the port wardens respectively as aforesaid, and recognizances shall have been entered into by the master of every such apprentice, to His Majesty, in the sum of one hundred pounds, with two sufficient sureties in the sum of fifty pounds each, in manner aforesaid, that such apprentice shall behave himself well in the execution of the duties to be performed by him, under and by virtue of this Act, and shall faithfully comply with and obey all such regulations as shall be made as aforesaid in that behalf, under and by virtue of this Act, which recognizance shall be returned and filed as aforesaid, agreeably to the direction in that behalf made in the preceding fifth section of this Act.

VII. And, be it further enacted, that it shall and may be lawful for the said justices of the inferior court of common pleas in term time or for any two justices of such court, in vacation, in such counties respectively, where such pilots shall be appointed, in manner hereinbefore directed, on complaint and proof made before them, on the oath of one or more credible witness or witnesses, that any such pilot has neglected or refused to comply with any of the regulations made or to be made as aforesaid, for the government of pilots within the same, to displace such pilot so convicted of refusal, neglect or other improper conduct, and to declare him, from that period, not entitled to recover pilotage for any ship or vessel he may presume to pilot, after such conviction.

VIII. And, be it further enacted, that no person who resides without the limits of this province, shall be permitted to act as a branch pilot for any port or place within the same.

IX. And be it further enacted, that this Act shall not be construed to extend to any vessel that does not draw six feet of water, nor to vessels commonly called

coasters, going from one port in this province to another, or from any one port to another in the Bay of Fundy.

X. And be it further enacted, that the several and respective penalties and forfeitures which shall be incurred for or by reason of any breach of any of the regulations so to be established as aforesaid, under and by virtue of this Act, shall and may be sued for and recovered before any two of His Majesty's justices of the peace in such counties respectively as aforesaid, upon complaint and proof by the oath of one or more credible witness or witnesses, and shall upon conviction, be levied by warrant of distress and sale of the offender's goods and chattels, and shall be paid into the hands of the county treasurer in which such conviction shall take place, to be appropriated towards the payment of the contingent expenses of such county or counties, rendering the overplus, if any to such offender.

XI. Provided always, that nothing herein contained shall interfere with the regulations of pilots in the city of St. John.

#### VI. WILLIAM IV., CAP. XX.

*An Act to explain, amend and in addition to an Act, intituled: "An Act to make more effectual regulations relating to Pilots within this province."*

[Passed 8th March, 1836.]

Whereas by the seventh section of an Act made and passed in the second year of the reign of His late Majesty King George the Fourth, intituled: "An Act to make more effectual regulations relating to pilots within this province," it is enacted: that it shall and may be lawful for the justices of the inferior courts of common pleas in term time, or for any two justices of such court in vacation, in such counties respectively where such pilots shall be appointed in manner hereinbefore directed, on complaint and proof made before them on the oath of one or more credible witness or witnesses, that any such pilot has neglected or refused to comply with any of the regulations made or to be made as aforesaid for the government of pilots within the same, to displace such pilot so convicted of refusal, neglect or other improper conduct, and to declare him from that period not entitled to recover pilotage for any ship or vessel he may presume to pilot after such conviction. And whereas doubts have arisen whether any authority is given by the said section to suspend or temporarily to remove or displace such pilot or pilots; for remedy whereof:

I. Be it enacted and declared, by the Lieutenant-Governor, Legislative Council and Assembly, that from and after the passing of this Act, it shall and may be lawful for the justices of the inferior courts of common pleas in term time, or for any two justices of the said court in vacation, on complaint and proof made before them on the oath of one or more credible witness or witnesses, that any pilot appointed for any port, harbour or place within their respective counties, has neglected or refused to comply with any of the regulations made or to be made for the government of pilots within the same, to suspend or temporarily remove or displace such pilot so convicted of refusal, neglect or other improper conduct.

II. And be it enacted, that if any pilot or pilots of any port, harbour or place in this province having been lawfully displaced, suspended or temporarily removed from his or their office as pilot, shall, before being restored thereto, presume directly or indirectly to act as a pilot for the said port, harbour or place, it shall and may be lawful for any two justices of the peace of the county where such offence shall be committed, upon complaint to them made on the oath of one or more credible witness or witnesses, to issue their summons or warrant to bring the said offender or offenders before them, and if it shall appear to such justices upon investigation that such offence has been committed, it shall and may be lawful for the said justices to order and adjudge that the offender or offenders shall pay a fine not exceeding ten pounds, to be levied on the goods and chattels of the said offender or offenders, and for want of goods and chattels whereon to levy, it shall and may be lawful for such justices, by warrant under their hands, to commit the said offender or offenders to

## St. John, N.B., Pilotage Investigation.

gaol, there to remain without bail or mainprize for a space of time not exceeding twenty days unless the said fine and costs shall be sooner paid, which fine when paid shall be appropriated to the use of the poor of the parish where such offence had been committed; provided always, that nothing in this Act shall be construed to prevent any such pilot so displaced, suspended or temporarily removed, from rendering assistance to ships or vessels in actual distress or danger.

### 7 VICTORIA, CAP. XXXIX.

*An Act to amend an Act intituled: An Act to make more effectual regulations relating to Pilots within this Province.*

[Passed, 13th April, 1844.]

Whereas by the Act made and passed in the second year of the reign of King George the Fourth, intituled: An Act to make more effectual regulations relating to pilots within this province, no power is given to the justices of the inferior courts of common pleas to remove any person who may have been once appointed to the office of warden of any of the ports in the several counties in this province, although such person from age or infirmity, or other cause, may not be able or willing to perform the duties of such office; and whereas by the construction put upon the said recited Act, it requires the joint recommendation of all the wardens who may be appointed for the several counties for the time being, before the said justices can appoint any branch pilot for the port or ports in such counties respectively; and whereas great inconvenience frequently arises in consequence thereof;

I. Be it enacted by the Lieutenant-Governor, Legislative Council and Assembly, that it shall and may be lawful for the said justices of the inferior courts of common pleas in term time in the several counties in this province to remove from time to time any port warden or port wardens who may have been or shall be hereafter appointed, and to appoint other fit persons in their room.

II. And be it enacted, that it shall be lawful for two or more of the wardens now or hereafter to be appointed in each of the several counties in this province, to examine, and in their discretion recommend such persons as shall make application to be appointed branch pilots, which persons so recommended, the said justices may in their discretion in term time appoint branch pilots for the port or ports in such counties respectively.

III. And be it enacted, that any provisions in the said recited Act inconsistent with the provisions of this Act, be and the same are hereby repealed.

### 24 VICTORIA, CAP. XVI.

#### AN ACT RELATING TO PILOTS.

*Protection and pay of Pilots Carried to Sea without Consent.*

[Passed 12th April, 1861.]

Be it enacted by the Lieutenant-Governor, Legislative Council and Assembly, that no pilot, except under circumstances of unavoidable necessity, shall, without his consent, be taken or carried to sea or to any place out of this province, and beyond the point or place to which his engagement or his duty shall require him to go; and every pilot who shall be so taken or carried under circumstances of unavoidable necessity or without his consent, shall be entitled to demand and receive, sue for and recover, from the owner, master, agent or person in charge of the ship or vessel in which he shall be so taken or carried without his consent, the sum of two dollars a day in addition to his pilotage, for every day he shall be necessarily absent from home on such occasion, inclusive of the day on which such ship or vessel passes the limits to which his engagement or duty required such pilot to pilot such vessel, besides reasonable costs and expenses incurred by him during his absence, for living and his passage home.

STATEMENT of Canadian sailing vessels of from 80 to 250 tons register entered at the port of St. John, N.B., from ports in the United States for the year ending 30th June, 1890, giving name of vessel, tons register, tons weight and tons measurement of cargo, as compared with the total of Canadian sailing vessels entered at the port of St. John, N.B., for the year ending 30th June, 1890.

## SUMMARY.

	Number of Vessels.	Tons Register.	Tons Weight of Cargo.	Tons Measure- ment of Cargo.
Vessels from 80 to 100 tons.....	434	41,023	8,759	600
" 100 to 125 " .....	344	39,191	32,921	410
" 125 to 150 " .....	18	2,649	2,614	.....
" 150 to 250 " .....	20	3,797	1,595	1,300
Grand total .....	816	86,660	45,889	2,310
Total Canadian sailing vessels cleared from the port of St. John, N.B., for the United States for the year ending 30th June, 1890.....	1,080	112,963	52,444	3,285
Balance of vessels other than those from 80 to 250 tons.....	264	26,303	6,555	975

## VESSELS FROM 150 TO 250 TONS.

Name of Vessel.	Tons Register.	Tons Weight.	Tons Measure- ment.	Name of Vessel.	Tons Register.	Tons Weight.	Tons Measure- ment.
Orter.....	198	.....	.....	Modena.....	174	272	.....
Adelene.....	193	.....	295	Sant. John.....	248	320	.....
Hattie C.....	181	.....	320	Isaac Burpee....	169	313	.....
Modena.....	174	.....	297	Modena.....	174	266	.....
Ethel Emmerson..	176	.....	338	Jennie Parker....	211	.....	.....
Bessie Parker....	227	.....	50	Adelene.....	192	.....	.....
Ella Maud.....	160	.....	.....	Nellie Parker....	182	.....	.....
Clara J. Wilbur..	204	.....	.....	Maggie Willett..	147	.....	.....
Sarah Wallace....	216	.....	.....	Sarah Wallace....	215	.....	.....
Hattie C.....	182	153	.....	Total 20 vessels..	3,797	1,595	1,300
Modena.....	174	271	.....				

## VESSELS FROM 125 TO 150 TONS.

Sower.....	143	249	.....	Sower.....	143	231	.....
Parlee.....	149	.....	.....	Maggie Willett..	147	297	.....
Parlee.....	149	288	.....	Sarah Wallace....	216	180	.....
Modena.....	174	167	.....	Daphne.....	136	.....	.....
Daphne.....	136	268	.....	E. Walsh.....	143	230	.....
Sower.....	143	248	.....	Daphne.....	136	.....	.....
Daphne.....	136	100	.....	E. Walsh.....	143	20	.....
Daphne.....	136	.....	.....	Daphne.....	136	.....	.....
Maggie Willett..	147	336	.....	Total 18 vessels..	2,649	2,614	.....
Daphne.....	136	.....	.....				

# St. John, N.B., Pilotage Investigation.

## VESSELS FROM 100 TO 125 TONS.

Name of Vessel	Tons Register.	Tons Weight.	Tons Measurement.	Name of Vessel	Tons Register.	Tons Weight.	Tons Measurement.
Avis.....	125			Rondo.....	123	67	
Druid.....	101	195		Valetta.....	107	256	
Salvina.....	123			Reporter.....	121	79	
Robert Ross.....	123			Valetta.....	107		
Prudent.....	123	277		Cricket.....	124		
Clifford C.....	107	196		Playfair.....	114		
Champion.....	114	4		Druid.....	101		
Reporter.....	122	236		Galatea.....	122		
Tay.....	125	85		Olio.....	104		
Mary C.....	104	180		Ethel Granville.....	110		
Centennial.....	124	253		Sarah.....	117		
Cordie.....	119	213		D. W. B.....	121	224	
Glen.....	124	240		Clifford C.....	107	204	
Sarah.....	118	208		Avis.....	124	250	
Reaper.....	123	171		Inglewoode.....	124	284	
R. Carson.....	108			Champion.....	114		
Sarah Hunter.....	121	123		Reaper.....	124	219	
Ayr.....	124	248		Olivia.....	117		
Karslie.....	124	235		Prudent.....	123	254	
Cricket.....	124	228		Ayr.....	124	267	
Nellie Bruce.....	117	150		Rondo.....	123	225	
Olio.....	104			Annie W. Alrers.....	124		
Laurissa.....	122		263	Harvester.....	113	213	
A. C. Watson.....	111			Nellie Bruce.....	117	117	
Valetta.....	107			Lynx.....	123	45	2
Nell.....	119			Robert Ross.....	123		
Playfair.....	114			Crestline.....	111		
Salvina.....	123			E. H. Foster.....	124		
Annie W. Alrers.....	124			Centennial.....	124	267	
Ethel Granville.....	110	124		Salvina.....	123		
Crestline.....	117			Valetta.....	107		
Greta.....	123	230		Holmes.....	121	251	
Anita.....	122	236		Gleaner.....	116	209	
Olivia.....	117			A. C. Watson.....	111	86	10
Cora May.....	124	295		Annie W. Alrers.....	124		
Genesta.....	110	151		Harvester.....	113	213	
Cricket.....	124		1	Nellie Bruce.....	117	117	
Holmes.....	121	212		Lynx.....	123	46	
Inglewoode.....	124	269		Chantaquan.....	97	215	
Olio.....	104			Crestline.....	111		
Avalon.....	121			E. H. Foster.....	124		
Gleaner.....	115	160		Centennial.....	124	267	
Hazlewoode.....	120			Salvina.....	123		
Cordie.....	109			Valetta.....	107		
D. W. B.....	120	193		Holmes.....	121	251	
Tay.....	124	241		Gleaner.....	116	209	
Clifford C.....	107			A. C. Watson.....	111	86	
Champion.....	114			Cordie.....	119		
Druid.....	101	24	2	Hazelwoode.....	120	258	
R. Carson.....	108	113		Valdare.....	99	208	
Ettie.....	124	62	1	Nell.....	119	235	
Prudent.....	123	148		Sarah Hunter.....	121	133	
Crestline.....	117			Glen.....	124	260	
Centennial.....	124	250		Playfair.....	114	101	
Galatea.....	122	25	4	Olio.....	104	124	
Glen.....	124	213		Reporter.....	121	238	
Nell.....	119			Greta.....	123	273	
Lynx.....	123			Druid.....	101	40	
F. E. Givan.....	109	183		Cora May.....	124	281	
Karslie.....	124	230		Crestline.....	117		
Alaska.....	118	80		Champion.....	114		
Reporter.....	121	108		Clifford C.....	107	202	
Salvina.....	123	153		Letty E.....	118		
Robert Ross.....	123			Sarah.....	117	209	
Reaper.....	124	204		Laurissa.....	122		5
Ayr.....	124	62		Ethel Granville.....	110		
Nellie Bruce.....	117	144		Olivia.....	117	219	
Sarah Hunter.....	121	68		Annie W. Alrers.....	124		

## VESSELS FROM 100 TO 125 TONS.—Continued.

Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.	Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.
Anita.....	122	246		Nell.....	119		
D. W. B.....	120	208		Valetta.....	109		
Inglewoode.....	124	279		Harvester.....	113	147	
A. C. Watson.....	111			D. W. B.....	120	216	
Avis.....	125	257		Hazelwoode.....	121	257	
Valetta.....	107			Holmes.....	121	243	
Ayr.....	124	260		Thrasher.....	123	111	
Cerdic.....	119			Olio.....	104	53	6
Salvina.....	123	160		Annie W. Alrers.....	124		
Reaper.....	124	230		Mary C.....	104	60	
Galatea.....	122	230		Anita.....	122	140	
Mary C.....	103			Avalon.....	121	196	
Prudent.....	123	271		Hazelwoode.....	120	187	
Nellie Bruce.....	117	142	1	Genesta.....	110	201	
Cricket.....	124			Druid.....	101		
Olio.....	105			Inglewoode.....	124	117	
Nell.....	119			Ethel Granville.....	110	117	
Playfair.....	114	30		Gleaner.....	115	120	
Hazelwoode.....	120	269		Holmes.....	121	85	2
Robert Ross.....	123	185		Nell.....	119	54	1
Holmes.....	121	224		Eltie.....	124	257	
Lynx.....	123	259		Galatea.....	122	228	
Eltie.....	124	268		Cricket.....	124	30	6
Genesta.....	110	150		Annie W. Alrers.....	124		
Centennial.....	124	274		Rondo.....	123	207	
Salvina.....	123			Osceola.....	123	325	304
Crestline.....	117			Avalon.....	121	283	
R. Carson.....	108			Tay.....	124	228	
Clifford C.....	107			Valetta.....	107	130	
Cricket.....	124			Oriole.....	124	242	
Cora May.....	124	270		Genesta.....	110		
Valetta.....	107			Olio.....	104		
Druid.....	101			Cora May.....	124	260	
D. W. B.....	120			Ayr.....	124	251	
A. C. Watson.....	111			Druid.....	101		
Olivia.....	117			Inglewood.....	124	266	
J. W. McKay.....	112	109	67	D. W. B.....	120	83	
Champion.....	114			Champion.....	114		
Sarah.....	118	200		R. Carson.....	108		
Olio.....	104	65		Clifford C.....	107		
Rondo.....	123			Karstie.....	124	12	3
Reporter.....	122	231		Holmes.....	121	190	
Ethel Granville.....	110			Cerdic.....	119	165	
Nell.....	119	200		Hazelwoode.....	120	265	
Sarah Hunter.....	121	242		Avalon.....	121		
Annie W. Alrers.....	124	214		Nellie Bruce.....	117	61	
Cerdic.....	110	210		Genesta.....	110		
Reaper.....	124	145		Prudent.....	123		
Prudent.....	123	271		Galatea.....	122	8	
Eltie.....	124			Greta.....	123		
Cricket.....	124			Gleaner.....	115	133	
Sabina.....	123	161		Nell.....	119		
M. L. St. Pierre.....	98	100		Ethel Granville.....	110		
Nellie Bruce.....	117	150		Cricket.....	124		
Valetta.....	107			R. Carson.....	108		
Anna Currier.....	100			Sarah.....	117		
Olio.....	104			Mary C.....	103	162	
A. C. Watson.....	111			Centennial.....	124		
Cricket.....	124			Rondo.....	123		
Rondo.....	123			Valetta.....	107		
Playfair.....	114	46	34	Sabina.....	123		
Watcano.....	115	230		Osceola.....	123	2	
Olivia.....	117	193		Thrasher.....	123	185	
Olio.....	104			Reporter.....	121	226	
Gleaner.....	116	214		Avis.....	124		
Annie W. Alrers.....	124			Anita.....	122	68	
Cora May.....	124	271		Tay.....	124		
Ethel Granville.....	110	212		Druid.....	101		

# St. John, N.B., Pilotage Investigation.

## VESSELS FROM 100 TO 125 TONS—Concluded.

Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.	Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.
Olio.....	104			Oriole.....	124	238	
Cora May.....	124			Frank L. P.....	124	5	
Edmund.....	107			Nellie Bruce.....	117	100	
Gleaner.....	115			A. C. Watson.....	111		
Annie W. Alrers.....	124			Avalon.....	121		
Ayr.....	124			Druid.....	101		
Sarah Hunter.....	121	241		D. W. B.....	120	213	
D. W. B.....	120			Olivia.....	117		
Cresline.....	117			Anita.....	122	218	
Lynx.....	123			Centennial.....	124	246	
Inglewoode.....	124			Cricket.....	124		
Cordie.....	119			Gleaner.....	115		
Cricket.....	124			Sarah Hunter.....	121		
A. C. Watson.....	112	16		Mary C.....	103	164	
Olivia.....	117			Cresline.....	117		
Oriole.....	124			Hayfair.....	114	129	
Avalon.....	121	207		R. Carson.....	108		
Ethel Granville.....	110	178		Lynx.....	123		
Nell.....	119	57		Cordie.....	119	204	
Holmes.....	121	83		Annie W. Alrers.....	124		
Champion.....	114			Ayr.....	124	260	
Olio.....	104			Valetta.....	107		
Thrasher.....	123			Sarah.....	117		
Reporter.....	121			Reporter.....	122		
Valetta.....	107			Nell.....	119		
Karslie.....	124			Karslie.....	124	228	
Sabina.....	123			Olio.....	104		
Sarah.....	117	201		Ethel Granville.....	110		
Hazelwoode.....	120	245		Champion.....	114		
Galatea.....	122	227		Rondo.....	123		
Clifford C.....	107	25	1				
Cora May.....	124			Total : 334 vessels	39191	32921	410

## VESSELS FROM 80 TO 100 TONS.

Lillie Bell.....	89			Rob and Harry.....	99		
Advance.....	99	192		Flash.....	96		
Nellie.....	96			Ben Bolt.....	99		
Union.....	97			S. K. F. James.....	99	79	
Bess and Stella.....	99	179		Cygnets.....	86	19	5
Acacia.....	98			Janet S.....	88		
Susie Prescott.....	99			C. Y. Gregory.....	88		
Speedwell.....	83			Spring Bird.....	91		
Mary Pichard.....	89			Rettie.....	96		
Osseo.....	95			Valdare.....	99		
Roy.....	89			Mabel Purdy.....	93	152	4
Frank and Willie.....	92	162		Aurora Borealis.....	89		
Progress.....	93			Vado.....	99	96	
Forest Belle.....	98			L. P.....	98	170	
Chautauguan.....	97	210		Lottie B.....	88	78	
Maggie Miller.....	92	84	6	Laura Brown.....	94		
T. B. Harris.....	81	37	41	Ella May.....	95		
Josie F.....	99			Carrie B.....	93	118	
Westfield.....	80			Lizzie B.....	81		
Byrtle.....	92			E. Raymond.....	99		
Vesta Pearl.....	84			Progress.....	93		
M. L. St. Pierre.....	98			Irene.....	90	90	
Beulah.....	80			Howard Holder.....	93		
Nellie King.....	94			Lillie Bell.....	89		
Sea Bird.....	80			Advance.....	99		
Nellie Watters.....	96			Osseo.....	99		
Myra B.....	90			Emma G.....	82		
James Barber.....	80			Roy.....	89		
C. Z. Colwell.....	82			Acacia.....	98		
Riverdale.....	83			Josie F.....	99		

## VESSELS FROM 80 TO 100 TONS—Continued.

Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.	Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.
Wawhule	99			Advance	99	179	
Frank and Willie	92			Byrtle	92		
Bess and Stella	99	191		Annie Harper	93	76	3
C. J. Colwell	82			Nellie Watters	96		
Beulah	80			Laura Brown	94		
James Barber	80			Mabel Purdy	93		
Vesta Pearl	85		10	Lottie B.	88		
Nellie Watters	96			Riverdale	83		
Byrtle	92			Nellie King	93		
Sea Bird	80			Howard Holder	93		
Mary Prichard	89			Anna Currier	99		
Howard Holder	93			Laura Brown	94		
Wendall Burpee	99			Glenora	98		
Myra B.	90			M. L. St. Pierre	98		
Riverdale	83			C. N. Chandler	99		
Ella May	95			Advance	99	180	
Vinton	93		127	C. Y. Gregory	83		
Maggie Miller	92			Roy	89		
Westfield	80			Lottie B.	87		
Speedwell	83			Frank and Willie	92		
Vado	99			Nellie King	93		
Union	97			Howard Holder	93		
Rob. and Harry	99	6	44	Flash	96		
Rettie	96			Welcome Home	94		
Mabel Purdy	93			Beulah	80		
Mabel	80	2		Union	99		
Temperance Bell	90			Ella May	95		
Janet S.	88			Irene	90		
Lottie B.	88			Sea Bird	80		
Flash	96			James Barber	80		
M. L. St. Pierre	98	100		Riverdale	83		
Carrie B.	93			C. Y. Colwell	82		
Aurora Borealis	89			Vesta Pearl	84		
Lyra	99			Osseo	95		
S. K. F. James	99	68	6	Ben Bolt	99		
James Barber	80			Nellie Watters	96		
Beulah	80			Progress	93		
C. J. Colwell	82			Rettie	96		
Spring Bird	92			Bess and Stella	99		
Nellie King	93			Acacia	98		
James Rourke	85			Aurora Borealis	85		
Westfield	80			Chantaguan	97	215	
Vesta Pearl	84			Herald	86	175	
Sea Bird	80			Maggie Miller	92		
Riverdale	83			Josie F.	99		
Wendall Burpee	99			Speedwell	83		
Nellie Watters	96			Crestline	85		
Osseo	95			E. Raymond	97		
Ben Bolt	99			L. P.	98	170	
Progress	93			Glenora	98		
Lillie Bell	89			Cygnat	87		
Irene	90			Mabel Purdy	93		
Myra B.	90			S. K. F. James	99		
Swallow	90			M. L. St. Pierre	98		
Valdare	99	195		T. B. Harris	81		
Maggie Miller	92			Lottie B.	88		
Roy	89			Westfield	80		
Bess and Stella	99			Lyra	99		
C. Y. Gregory	88	177		Valdare	99	208	
James Barber	80			Janet S.	88		
Beulah	80			Laura Brown	94		
Vado	99			Anna	88		
C. Y. Colwell	82			Roy	89		
Westfield	80			Beulah	80		
Flash	96			Byrtle	92		
Sea Bird	80			Flash	96		
Vesta Pearl	84			Nellie King	93		
L. P.	98	189		Annie Harper	93		



# St. John, N.B., Pilotage Investigation.

## VESSELS FROM 80 TO 100 TONS—Continued.

Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.	Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.
Sea Bird .....	80			Advance .....	99	188	
Irene .....	90			Progress .....	93	43	
C. Y. Gregory .....	88			Rettie .....	96		
Nellie Watters .....	96			C. Y. Gregory .....	88	154	
Anna Currier .....	99			Vinton .....	94		
James Barber .....	80			Howard Holder .....	93		
Vesta Pearl .....	84			Carrie B. ....	93	89	
Howard Holder .....	93			Chautauguan .....	97	201	
C. J. Colwell .....	82			Juno .....	91	145	
Carrie B. ....	93	126		Frank and Willie	92		
Riverdale .....	82			L. P. ....	98		
Emma G. ....	83			Anna Currier .....	99		
Welcome Home .....	94			Speedwell .....	82	12	
Janet S. ....	88			Glenora .....	98		
Spring Bird .....	91			Bertha Maud .....	82		
Wendall Burpee .....	99			Nellie King .....	93	33	25
Speedwell .....	83			Lottie B. ....	87		
Carrie B. ....	93	187		Cecilia .....	80	60	
Irene .....	90			Temperance Bell .....	90	175	
Frank and Willie .....	92	176		Laura Brown .....	94		
Rettie .....	96	85		Rob and Harry .....	99		
S. K. F. James .....	99	19		Gem .....	95		
M. L. St. Pierre .....	98	5		Swallow .....	90		
Vinton .....	93			Flash .....	96	104	46
Aurora Borealis .....	89			C. Y. Gregory .....	88		
James Barber .....	80			Irene .....	90		
Temperance Bell .....	90			Advance .....	99	110	
C. Y. Colwell .....	82			Wendall Burpee .....	99	170	
Josie F. ....	90			Bess and Stella .....	99		2
Chautauguan .....	97			L. P. ....	98	165	
Maggie Miller .....	92			Susie Prescott .....	99	13	80
Boulah .....	80			Speedwell .....	82		67
Westfield .....	80			Byrtle .....	92	103	5
H. A. Holder .....	94			Flash .....	96		
Progress .....	93			Gem .....	95		
Vado .....	99			C. Y. Gregory .....	89		
Juno .....	91			Mabel Purdy .....	93	50	
Valdare .....	99	90		Vado .....	99	45	
Annie Gale .....	96			Valdare .....	99		
Mary Prichard .....	89			Irene .....	90		
Union .....	99	30	23	L. P. ....	98		
Roy .....	89			Carrie B. ....	93	31	2
Vesta Pearl .....	84			Lyra .....	99		
Rob and Harry .....	99	55	2	Rettie .....	96		
Riverdale .....	83			Westfield .....	80		
Anna Currier .....	99			Flash .....	96		
Sea Bird .....	80			Myra B. ....	90		
L. P. ....	98			Lottie B. ....	88		
Lillie Bell .....	89			Roy .....	89		
Flash .....	96			Harv'd H. Havey .....	91		
Spring Bird .....	91			Wawbule .....	99		
Wendall Burpee .....	99			C. Y. Gregory .....	88		
Mabel Purdy .....	93			Chautauguan .....	97		
S. K. F. James .....	99			Wendall Burpee .....	99	176	
Nellie King .....	93			Rob and Harry .....	99		
Bess and Stella .....	99	175		Frank and Willie .....	92		
Nellie Watters .....	96	23		Maggie Miller .....	92	136	2
Ella May .....	95			Nellie King .....	93	42	3
Byrtle .....	92			Welcome Home .....	94		
Lottie B. ....	88			Bess and Stella .....	99		
Irene .....	90	77		Holland .....	94		
Jessie D. ....	86	162		Lillie Bell .....	89		
Swallow .....	90			Beulah .....	80		
Maggie Miller .....	92			Laura Brown .....	94		
Westfield .....	80			C. Y. Colwell .....	82		
Myra B. ....	90			Howard Holder .....	93		
Janet S. ....	88			Vado .....	99		
Oaseo .....	95			Ella May .....	95		

VESSELS FROM 80 TO 100 TONS—*Concluded.*

Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.	Name of Vessel.	Tons Register.	Tons Weight.	Tons Measurement.
Union.....	97			Anna Currier.....	99		
Bertha Maud.....	82			Speedwell.....	83		
Vesta Pearl.....	84			Glenora.....	98		
James Barber.....	80			Aurora Borealis.....	85		
Valdare.....	99			Osseo.....	95		
Advance.....	99			Irene.....	90		
Sea Bird.....	80			James Barber.....	80		
Glenora.....	98			Flash.....	96		
Westfield.....	80			Vesta Pearl.....	84		
Janet S.....	88			C. Y. Colwell.....	92		
Mabel Purdy.....	93	100		Laura Brown.....	84	157	
Progress.....	93			Maggie Miller.....	92		
Ben Bolt.....	99			Vinton.....	94		
L. P.....	98			Nellie Watters.....	96		
Byrtle.....	92	172		Howard H. Havey.....	91		
Osseo.....	95			Advance.....	99		
Anna Currier.....	90			Susie Prescott.....	99		
Cora Eay.....	91		40	James Barber.....	80		
Myra B.....	90			Beulah.....	80		
Flash.....	96			Ella May.....	95		
Irene.....	90			Byrtle.....	92		
Riverdale.....	83			Riverdale.....	83		
Lyra.....	99			C. Y. Gregory.....	89		
Harv'd H. Havey.....	91			Valdare.....	99		
Lottie B.....	87			Lottie B.....	87		
James Barber.....	80	1		Carrie B.....	93		
Beulah.....	80			Wendall Burpee.....	99		
Cricket.....	93			Chautauguan.....	97	206	
Carrie B.....	93	96	55	Flash.....	96		
Maggie Miller.....	92			Swallow.....	90	129	
Maud Pye.....	99			Roy.....	87		
Rob and Harry.....	99			Lillie Bell.....	89		
C. Y. Gregory.....	88			Westfield.....	80		
Frank and Willie.....	92			Rob and Harry.....	99	203	
Chautauguan.....	97	106		Albana.....	97		
C. Y. Colwell.....	82			Temperance Bell.....	90		
Westfield.....	80			Lyra.....	99		
Wendall Burpee.....	99			Maggie Miller.....	92		
Ella May.....	95			Frank and Willie.....	92		
Sea Bird.....	80			Progress.....	93		
Progress.....	93			Anna Currier.....	99		
Roland.....	93			C. Y. Colwell.....	82		
Rettie.....	96			Myra B.....	90		
Valdare.....	99			Rettie.....	96		
Temperance Bell.....	90			H. A. Holder.....	94		
H. A. Holder.....	94			Josie F.....	99		
Beulah.....	80			Acacia.....	99		
Myra B.....	90			Vesta Pearl.....	84		
Josie F.....	99			L. P.....	98		
Nellie King.....	94	102					
Lillie Bell.....	89			Total 434 vessels.	41,023	8,759	690
Welcome Home.....	94						

# St. John, N.B., Pilotage Investigation.

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 31st December, 1894.

STATEMENT of Finances of the St. John Pilot Commissioners as per audit 31st  
December, 1894.

## Investment account :

On deposit Dominion Savings Bank per pass book No.  
744 to 1st July, 1894.....\$3,746 75  
Per pass book, No. 10,260 to 1st July, 1894...h..... 4,648 99

## Current account :

In Maritime Bank (in liquidation)..... \$217 92  
In Bank of New Brunswick..... 274 04  
\$ 491 96  
\$8,887 70

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 31st December, 1894.

RECEIPTS and Expenditures for year ending 31st December, 1894.

DR.	\$ cts.	\$ cts.
To balance 31st December, 1893—		
In Maritime Bank (in liquidation).....	217 92	
In Bank of New Brunswick.....	2,075 05	2,293 57
Licenses—		
Twenty-nine pilots at \$5 .....	145 00	
Six boats at \$10.....	60 00	205 00
Pilotage—		
25c. per foot on outward from St. John.....	1,581 26	
do do Musquash .....	5 50	1,586 76
Interest—		
On deposits in Dominion Savings Bank—		
Twelve months to 1st July, 1894, per pass book, No. 744.....	126 70	
do do do 10,260.....	157 18	283 88
CR.		
Pension Account—		4,369 21
Amount paid to 6 pilots.....	966 67	
do 7 widows.....	548 00	
do 3 children .....	50 00	1,564 67
Expense Account—		
Funeral expenses late S. Rutherford.....	20 00	
Books and stationery.....	35 55	
Auditing accounts for 1893.....	25 00	
Office rent one year to 1st November, 1894.....	100 00	
Salary Sec.-Treas. one year to date.....	800 00	
Sundries.....	18 00	998 55
Furness Loan Rebate Account—		
Amount paid 29 pilots .....		1,080 15
Investment Account—		
Interest to credit in Savings Bank.....		283 88
Balance—		
In Bank of New Brunswick.....	274 04	
In Maritime Bank (in liquidation).....	217 92	491 96
		4,369 21

J. U. THOMAS,  
Secretary.

OFFICE OF PILOTAGE AUTHORITY,  
DOMINION OF CANADA, DISTRICT OF ST. JOHN, N.B.,  
31st December, 1894.

LICENSED Pilots for the Port of St. John, N.B., for the Year 1893-94.

Name.	Age.	Residence.	Remarks.
Bennett, James .....	37	St. John N.B. ....	
Cline, Richard .....	69	" .....	
Cline, Alfred .....	37	" .....	
Conlin, Patrick .....	44	" .....	
Doherty, Joseph .....	48	" .....	
Doyle, James .....	57	" .....	
Daley, Chas. ....	58	" .....	
Doody, P. Geo. ....	54	" .....	
Fletcher, E. J. ....	67	" .....	
Lahay, Wm. ....	65	" .....	
Miller, Wm. ....	43	" .....	
Martle, Jos. E. ....	48	" .....	
McPartland, Jos. ....	60	" .....	
Quinn, Wm. ....	47	" .....	
Reid, Jos. ....	48	" .....	
Rogers, Bart. ....	37	" .....	
Spears, Jas. ....	45	" .....	
Spears, Henry .....	43	" .....	
Spears, Jos. S. ....	49	" .....	
Spears, Martin .....	37	" .....	
Sherrard, John L. C. ....	60	" .....	
Scott, Wm. ....	38	" .....	
Scott, Richard .....	43	" .....	
Stone, T. J. ....	41	" .....	
Sproule, John .....	58	" .....	
Thomas, John .....	46	" .....	
Thomas, R. M. ....	53	" .....	
Traynor, Thos. ....	41	" .....	
McAnulty, John .....	56	Musquash .....	Licensed for Musqu only.

J. U. THOMAS,  
*Secretary.*

# St. John, N.B., Pilotage Investigation.

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 31st December, 1894.

## STATEMENT of Pilots' individual Earnings.

	Amount.	Total
	\$ cts.	\$ cts.
Total amount of pilotage received.....	21,415 80	
LESS--25c. per foot deducted from outward pilotage for office expenses, pensions, etc.....	1,581 26	
		19,834 54
CONTRA.		
John Sproul.....	774 24	
James Doyle.....	720 06	
Joseph Doherty.....	881 89	
Wm. Lahey.....	1,042 23	
Charles Daley.....	1,181 44	
Jas. E. Martie.....	495 32	
John Thomas.....	1,072 87	
John Spears.....	909 15	
Henry Spears.....	969 02	
John Sherrard.....	941 11	
Wm. Miller.....	804 74	
Patrick Conlin.....	668 89	
Bart. Rogers.....	1,266 64	
Wm. Quinn.....	566 88	
Wm. Scott.....	494 52	
Thos. Traynor.....	506 51	
E. J. Fletcher.....	451 26	
Jas. Reid.....	325 61	
Robt. Thomas.....	319 88	
P. Geo. Doody.....	189 27	
Jos. McPharland.....	334 60	
Alfred Cline.....	569 01	
Jos. S. Spears.....	558 51	
Martin Spears.....	665 39	
Jas. Bennett.....	525 54	
T. J. Stone.....	831 77	
Richard Scott.....	336 02	
Richard Cline.....	1,432 27	
		19,834 54

OFFICE OF PILOTAGE AUTHORITY, DOMINION OF CANADA,  
DISTRICT OF ST. JOHN, N.B., 31st December, 1894.

RETURN of Vessels arriving at the Port of St. John, N.B., subject to Pilotage for  
Year ending this day.

Name of Craft.	No. of British Vessels.	No. of Foreign Vessels.	Total No. of British and Foreign Vessels.
Schooners.....	144	141	285
Brigs and brigantines.....	13	3	16
Ships.....	26	8	34
Barks and barkentines.....	62	12	74
Steamers.....	61	8	69
	306	172	478

Amount of pilotage received from British vessels, \$15,800.83; amount of pilotage received from Foreign vessels, \$5,614.97; total amount of pilotage received from British and Foreign vessels, \$21,415.80.

J. U. THOMAS,  
Secretary.

1892.

	Vessels.	Tons.
Steamers inward from sea.....	304	308,135
Sail vessels ".....	1,711	258,288
Total.....	2,015	566,423
Steamers outward to sea.....	278	262,735
Sail vessels ".....	1,730	274,722
Total.....	2,008	537,457
Grand total.....	4,023	1,103,880
Inward coastwise.....	2,380	279,365
Outward ".....	2,323	287,722
Total coastwise.....	4,703	567,087

1893.

Steamers inward from sea.....	297	296,031
Sail vessels ".....	1,574	266,001
Total.....	1,871	562,032
Steamers outward to sea.....	264	263,875
Sail vessels ".....	1,734	290,429
Total.....	1,998	554,304
Grand total.....	3,869	1,116,336
Inward coastwise.....	2,232	256,787
Outward ".....	2,144	279,362
Total coastwise.....	4,376	536,149

1894.

Steamers inward from sea.....	275	254,614
Sail vessels ".....	1,422	258,682
Total.....	1,697	513,296
Steamers outward to sea.....	243	219,735
Sail vessels ".....	1,495	290,624
Total.....	1,738	510,359
Grand total.....	3,435	1,023,655
Inward coastwise.....	2,258	270,552
Outward ".....	2,223	287,429
Total coastwise.....	4,481	557,981

The tonnage of International Steamship Company, inwards and outwards : 1892, about 400,000 tons ; 1893, about 424,000 tons ; 1894, about 370,000 tons.

# St. John, N.B., Pilotage Investigation.

1892.

	Vessels.	Tons.
Steamers inward coastwise.....	357	159,797
Sail vessels ".....	2,023	119,568
Total.....	2,380	279,365
Steamers outward coastwise.....	371	179,660
Sail vessels ".....	1,952	108,062
Total.....	2,323	287,722

1893.

Steamers inward coastwise.....	315	135,154
Sail vessels ".....	1,917	121,633
Total.....	2,232	256,787
Steamers outward coastwise.....	337	168,626
Sail vessels ".....	1,807	110,736
Total.....	2,144	279,362

1894.

Steamers inward coastwise.....	316	123,087
Sail vessels ".....	1,942	147,465
Total.....	2,258	270,552
Steamers outward coastwise.....	337	161,274
Sail vessels ".....	1,886	126,165
Total.....	2,223	287,429

## SCHOONERS.

	Tonnage.	Pilotage.
		\$ cts.
Businis.....	248	25 00
Jane Ingram.....	155	30 25
Clifton.....	218	33 00
".....	218	42 00
Bucca.....	145	31 75
J. L. Cotter.....	139	30 00
".....	139	42 00
M. A. Nutter.....	290	38 00
Otter.....	198	33 00
".....	198	40 88
Aviannat.....	164	42 00
Jennie Gibson.....	142	27 00
Daphne.....	134	26 00
Adelene.....	192	35 00
E. Chambers.....	215	32 50
St. John.....	248	45 50
	3,043	553 88

\*30 cents per ton. †25½ cents per ton. Average 18 cents per ton.

116-22½

## VESSELS IN TOW.

## PILOTAGE RATES IN UNITED KINGDOM PORTS.

Ports where vessels in tow pay 20 per cent less than when under sail: Bowling Bay, St. Peter Point, Gloucester.

Ports where vessels in tow pay 25 per cent less than when under sail: Beaumares, Belfast, Bridgewater, Cowes, Cork, Gloucester, Dartmouth, Drogheda, Dundalk, Exeter, Exmouth, Falmouth, Fleetwood, Holyhead, Ipswich, London, Maldon, Neath, Portsmouth, Queenstown, Southampton, Truro, Woodbridge, Yarmouth.

Ports where vessels in tow pay 33½ per cent less than when under sail: Glasgow.

Ports where vessels in tow pay 50 per cent less than when under sail: Goole.

At Londonderry: Vessels in tow pay from 20 to 33 per cent according to distance, less than sailing vessels.

## PILOTAGE—London Line Steamers—Year 1894.

Left St. John.	Steamers.	Season.	Ton- nage.	Draught Water Out- wards.	St. John Pilotage.		St. John Total.	Halifax Total.
					Compulsory.	Optional.		
1894.				F. I.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Feb. 13.	Baltimore City	Winter...	1,534	14 0	78 10	38 50	116 60	43 80
" 22.	Madura	"	1,470	15 0	82 55	41 25	123 80	42 90
" 27.	Damara	"	1,145	16 0	85 20	44 00	129 20	40 20
Mar. 16.	Halifax City	"	1,377	15 6	88 82	42 63	131 45	42 00
April 17.	Madura	Summer...	1,470	16 0	76 00	44 00	120 00	35 75
" 27.	Damara	"	1,145	16 0	76 00	44 00	120 00	33 50
May 3.	Halifax City	"	1,377	14 0	69 50	38 50	108 00	35 00
June 6.	Madura	"	1,470	17 0	77 75	46 75	124 50	35 75
" 13.	Damara	"	1,145	16 0	76 00	44 00	120 00	33 50
" 25.	Halifax City	"	1,377	15 0	71 25	41 25	112 50	35 00
July 23.	Madura	"	1,470	16 0	76 00	44 00	120 00	35 75
" 31.	Damara	"	1,145	16 0	76 00	44 00	120 00	33 50
Aug. 10.	Halifax City	"	1,377	14 0	69 50	38 50	108 00	35 00
Sept. 13.	Damara	"	1,145	16 0	76 00	44 00	120 00	33 50
" 22.	Halifax City	"	1,377	14 0	69 50	38 50	108 00	35 00
Oct. 10.	Madura	"	1,470	16 0	73 00	44 00	117 00	35 75
" 24.	Damara	"	1,145	16 0	74 50	44 00	118 50	33 50
Nov. 7.	Halifax City	Winter...	1,377	15 6	75 12	42 63	117 75	42 00
Dec. 2.	Madura	"	1,470	16 0	76 00	44 00	120 00	42 90
" 8.	Damara	"	1,145	15 0	77 25	41 25	118 50	40 20
	20 steamers.							
	Totals				1,524 04	846 76	2,373 80	744 50

## PILOTAGE.—West India Line Steamers—Year 1894.

1894.				F. I.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Jan. 24.	Taymouth Castle	Winter...	1,172	19 0	33 25		33 25	40 20
Feb. 24.	Duart Castle	"	1,179	20 0	95 00	55 00	150 00	40 20
Mar. 22.	Taymouth Castle	"	1,172	18 0	76 50		76 50	40 20
April 19.	Duart Castle	Summer...	1,179	20 0	95 00	9 50	104 50	33 50
May 17.	Taymouth Castle	"	1,172	18 6	89 38		89 38	33 50
June 14.	Duart Castle	"	1,179	20 0	96 50		96 50	33 50
July 12.	Taymouth Castle	"	1,172	20 0	92 00		92 00	33 50
Aug. 9.	Duart Castle	"	1,179	17 0	82 25	46 75	129 00	33 50
Sept. 12.	Taymouth Castle	"	1,172	16 0	73 00		73 00	33 50
Oct. 4.	Duart Castle	"	1,179	15 6	72 13		72 13	33 50
Nov. 1.	Taymouth Castle	Winter...	1,172	17 0	80 75		80 75	40 20
" 23.	Duart Castle	"	1,179	16 0	68 00		68 00	40 20
Dec. 23.	Taymouth Castle	"	1,172	15 0	71 25		71 25	40 20
	13 steamers.							
	Totals				1,025 01	111 25	1,136 26	47570



# St. John, N.B., Pilotage Investigation.

## LONDON LINE OF STEAMERS.

REBATES from Pilotage Tariff Rates returned by St. John pilots.

Date.	Steamers	Pilots.	Tariff Bills.	Private Agreements.	Rebates.
1884.			\$ cts.	\$ cts.	\$ cts.
Dec. 30....	York City .....	Richard Cline. ....	111 80	89 00	22 80
1885.					
Jan. 30....	Newcastle City .....	Richard Cline. ....	103 50	90 00	13 50
Feb. 28....	Hallamshire .....	John Thomas. ....	85 60	75 00	10 60
April 2....	York City .....	Wm. Leahy. ....	100 90	75 00	25 90
" 24....	Hallamshire .....	Henry Spears. ....	87 00	75 00	12 00
May 18....	York City .....	Henry Spears. ....	122 90	75 00	47 90
July 10....	" .....	John Thomas. ....	122 00	80 00	42 00
Sept. 3....	" .....	John Thomas. ....	125 60	80 00	45 60
Oct. 21....	Rowena .....	Henry Spears. ....	96 55	75 00	21 55
Nov. 5....	Wetherby .....	John Thomas. ....	133 70	80 00	53 70
Dec. 22....	Rowena .....	Henry Spears. ....	105 55	75 00	30 55
1886.					
Feb. 6....	York City .....	John Thomas. ....	115 70	75 00	40 70
" 23....	Rowena .....	Henry Spears. ....	115 40	75 00	40 40
Mar. 27....	York City .....	John Thomas. ....	109 50	75 00	34 50
April 28....	Ulunda .....	Henry Spears. ....	101 90	80 00	21 90
May 22....	Damara .....	John Thomas. ....	126 60	80 00	46 60
June 18....	Ulunda .....	Henry Spears. ....	94 50	80 00	14 50
July 13....	Damara .....	John Thomas. ....	100 50	80 00	20 50
Aug. 6....	Ulunda .....	Henry Spears. ....	117 50	80 00	37 50
		Period—19 months.....	\$2,076 70	\$1,404 00	\$582 70

### MEMORANDUM.

Greatest rebate, 40 per cent off tariff bill.

Average rebate, 28 per cent off tariff bill.

Pilots Samuel Rutherford and John L. C. Sherwood, also voluntarily offered to pilot the steamers, and solicited the work, on the same terms as the above named pilots were paid.

The above private system was only discontinued because the pilot commissioners found it out and threatened to suspend the pilots in consequence.

YEAR ENDING 30TH JUNE, 1893.

MEMO. of Sea-going and Coastwise Vessels entered at the following Bay of Fundy ports.

PORTS.	Seagoing Steamers and Sailing Vessels.		Coastwise Steamers and Sailing Vessels.		Totals.	
	No. of Vessels.	Tonnage.	No. of Vessels.	Tonnage.	No. of Vessels.	Tonnage.
Advocate .....	23	4,375	19	1,683	42	6,058
Alma .....	21	2,003	110	6,454	131	8,457
Annapolis .....	57	7,311	145	7,033	202	14,344
Apple River .....	19	2,734	65	4,027	84	6,761
Bear River .....	65	10,935	55	2,503	120	13,438
Bridgetown .....	8	852	46	2,519	54	3,371
Canning .....	26	5,806	74	5,691	100	11,497
Cheverie .....	44	9,623	3	910	47	10,533
Clementsport .....	22	2,707	34	1,503	56	4,210
Digby .....	67	6,289	565	104,845	632	111,134
Dorchester .....	22	2,572	15	2,345	37	4,917
Economy .....	6	487	6	352	12	839
Five Islands .....	3	254	6	352	9	254
Hantsport .....	19	9,383	97	11,584	116	20,967
Harvey .....	24	10,620	80	2,704	104	13,324
Hillsboro' .....	125	28,831	53	5,446	178	34,277
Kentville .....	2	65	6	161	8	226
Londonderry .....	3	252	9	445	12	697
Matland .....	12	1,203	29	1,502	41	2,705
Margaretville .....	13	1,398	51	1,292	64	2,690
Moncton .....	43	6,029	31	3,162	74	9,191
Parrsboro' .....	137	39,833	694	67,134	831	106,967
Port Williams .....	16	1,776	37	4,148	53	5,924
Port Lorne .....	2	506	15	447	17	953
Quaco .....	28	2,598	104	7,361	132	9,959
River Herbert .....	106	14,898	238	20,214	344	35,112
Rockland .....	13	1,447	19	1,194	32	2,641
St. John .....	54	18,157	96	5,583	150	23,740
St. John River .....	35	2,533	27	1,107	62	3,640
Wallace .....	4	540	92	3,342	96	3,882
Windsor .....	126	51,827	152	16,882	278	68,709
Wolfville .....	7	884	71	2,145	78	3,029
Totals .....	1,152	248,728	3,038	295,718	4,190	544,446
St. John Fredericton Musquash	1,918	566,282 including International line steam'rs 179,884	2,291	260,044 including Monticello Bay steam'rs 161,274	4,209	826,326  341,158
Other tonnage .....		386,398		98,770		485,168

The above statement is compiled from the official tables of trade and navigation of the Dominion of Canada, for the fiscal year ended 30th June, 1893. Pages 569-573 and 612 to 621.

# St. John, N.B., Pilotage Investigation.

## NUMBER OF HOURS FOG—PARTRIDGE ISLAND FOG ALARM.

Months.	1893.	1894.
	h. m.	h. m.
January.....	109 50	94 15
February.....	84 00	75 30
March.....	49 35	106 40
April.....	88 40	139 45
May.....	49 45	51 00
June.....	154 05	223 55
July.....	136 00	114 35
August.....	109 25	112 30
September.....	13 15	135 55
October.....	68 30	34 50
November.....	9 40	17 45
December.....	144 40	39 35
Total.....	1,117 25	1,146 15 1,117 25
Total 1893 and 1894.....		2,263 40

BANKERS AND BANKERS-REFERENCES  
OF THE COMPANY.

<i>Amsterdam :</i>	Lippmann, Rosenthal & Co.
<i>Antwerp :</i>	Banque d'Anvers.
<i>Bordeaux :</i>	Piganeau & Fils.
<i>Bremon :</i>	J. Schultze & Wolde.
<i>Constantinople :</i>	Crédit Lyonnais, Constantinople Branch.
<i>Frankfort o. M. :</i>	Deutsche Effecten- & Wechsel-Bank.
"	Deutsche Vereinsbank
"	D. & J. de Neufville.
"	Deutsche Bank (Berlin.)
"	Frankfort Branch.
"	Filiale der Bank für Handel und Industrie.
<i>Hamburg :</i>	Vereinbank in Hamburg.
<i>Hannover :</i>	Hannoversche Bank.
<i>London :</i>	Deutsche Bank (Berlin.)
"	London Agency.
<i>Paris :</i>	Crédit Lyonnais.
<i>Strasbourg :</i>	C. Schwarzmann.
<i>Trieste :</i>	Unionbank (Vienna.)
"	Triest Branch.
<i>Vienna :</i>	Unionbank.

## FRANKFORT MARINE INSURANCE COMPANY

of

## Frankfort o. M.

(Frankfurter Transport- Unfall- und Glas-Versicherungs-Actien-Gesellschaft.)

established in 1865.

Capital £250,000, Reserve funds, £52,500.

## BOARD OF DIRECTORS:

- J. GERSON, Consul-General at Frankfort o. M., Chairman.  
 C. HOFF, Esq., of the firm "Hoff brothers," at Frankfort o. M., Vice-Chairman.  
 C. BECKER, Esq., at Frankfort o. M.  
 H. FROHMANN, Esq., at Frankfort, o. M.  
 ALFRED HAHN, Esq., Manager of the "Deutsche Effecten- & Wechsel-Bank," at Frankfort o. M.  
 FERDINAND HEUER, Esq., at Frankfort o. M.  
 H. HOHENEMSER, Esq., former Manager of the "Deutsche Vereinsbank," at Frankfort o. M.  
 C. HOLLAND, Esq., at Frankfort o. M.  
 C. AD. RONNEFELDT, Esq., of the firm "J. T. Ronnefeldt," at Frankfort o. M.  
 C. ED. ROTHER, Esq., of the firm "Rother brothers," at Frankfort o. M.  
 J. H. WENZEL, Esq., at Frankfort o. M.  
 H. AUG. WOLDE, Esq., of the firm "J. Schultze & Wolde," at Bremen.  
 FR. ENGLER, Esq., at Frankfort o. M.  
 FERDINAND IEUCHS-MACK, Esq., of the firm "J. C. MACK," at Frankfort o. M.  
 J. JAC. MOUSON, Esq., of the firm "J. G. Mouson & Co., at Frankfort, o. M.

## MANAGING DIRECTORS:

- B. HEINEMANN, Esq.  
 P. DUMCKE, Esq.

Agency.

No.

## Be it known, That

As well in own Name as for and in the Names of all and every Person or Persons to whom the same doth, may, or shall appertain, in part or in all, doth make Assurance, and cause or not lost, at and from ss. Including the risk of Craft to and from the ss. Upon any kinds of Goods and Merchandise, and also upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat and other Furniture of and in the good Ship or Vessel called the ss.

whereof is Master for this present Voyage or whosever shall go for Master in the said Ship, or by whatsoever other Name or Names the said Ship, or the Master thereof, is or shall be named or called. AND the said Company promises and agrees that the Insurance aforesaid shall commence upon the said Freight Goods and Merchandise from the time when the Goods or Merchandise shall be laden on board the said Ship or Vessel Craft or Boat, as above and until the said Goods and Merchandise be discharged and safely landed at as above. AND it shall be lawful for the said Ship, &c., in this Voyage, to proceed and sail to, and touch and stay at, any Ports or Places whatsoever

# St. John, N.B. Pilotage Investigation.

In the event of the Vessel making any deviation or change of voyage, it is mutually agreed that such deviation or change shall be held covered at a premium to be arranged, provided, due notice be given by the Assured on receipt of advice of such deviation or change of voyage.

Warranted free from Particular Average unless the Vessel or Craft be stranded, sunk, or burnt, each Craft or Lighter being deemed a separate insurance. Underwriters, notwithstanding this Warranty, to pay for any damage or loss caused by collision with any other Ship or Craft, and any special charges for warehouse, rent, re-stocking or forwarding, for which they would otherwise be liable. Also to pay the insured value of any package or packages which may be totally lost in transshipment.

Grounding in the Suez Canal not to be deemed a strand, but Underwriters to pay any loss which may be proved to have directly resulted therefrom.

General Average, if any, payable according to Foreign Custom, if required, or per York-Antwerp Rules, or per York-Antwerp Rules, 1890, if in accordance with Contract of Affreightment.

Warranted free from any claim consequent on loss of time, whether arising from a peril of the sea or otherwise.

In event of damage occurring during the voyage, no claim for average will be limited under the Policy, unless Certificate of Survey be signed by the Agents for the Office at the Port of Discharge, before the Goods are removed from the Custom House.

without prejudice to this Assurance. The said Ship, &c., Goods and Merchandise, &c., for so much as concerns the Assured, by Agreement made between the Assured and the said Company, in this Policy are, and shall be

Touching the Adventures and Perils which the said Company is contented to bear, and does take upon itself in this Voyage, they are, of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jetsons, Let-kings of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraint, and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandise, and Ship, &c., or any part thereof. AND in case of any Loss, or Misfortune, it shall be lawful to the Assured, their Factors, Servants and Assigns, to sue, labour and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandise, and Ship, &c., or any part thereof, without prejudice to this Assurance; to the Charges whereof the said Company will contribute according to the Rate and Quantity of the sum herein Assured. And it is expressly declared and agreed that no Acts of the Insurer or Insured in recovering, saving, or preserving the Property Insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed by the said Company that this Writing or Policy of Assurance shall be of as much force and effect as the surest Writing of Assurance heretofore made in Lombard Street, or in the Royal Exchange, or elsewhere in London. AND so the said Company are contented, and do hereby promise and bind themselves, and their Successors to the Assured, their Executors, Administrators, and Assigns, for the due performance of the Premises, confessing themselves paid the consideration due unto them for this Assurance by the Assured at and after the rate of

N.B.—Corn, Fish, Salt, Flour, and Seed, Rice, Hides, Skins, and Molasses, are warranted free from Average, unless general, or the Ship be stranded, sunk or burnt—Sugar, Tobacco, Hemp, and Flax, are warranted free from Average, under Five Pounds per Cent.; and all other Goods, also the Ship and Freight, are warranted free from Average, under Three Pounds per Cent, unless general, or the Ship be stranded, sunk or burnt.

Warranted free of capture, seizure, and detention, and the consequences thereof, or of any attempt thereat, piracy excepted, and also from all consequences of riots, insurrections, hostilities, or warlike operations, whether before or after declaration of war.

In Witness whereof, and that the said Company are content with this Assurance for the sum of £  
the undersigned on behalf of the said Company have hereunto set their  
hands, in the day of

Agent.  
Agence générale de la Francofortoise  
compagnie d'Assurance Maritime.

This Policy is payable in exchange; or by a bill in option to be exercised when notice of claim is given.

This Policy is issued in the Form printed and supplied by the Government previous to 1st August, 1887.

[SEAL.]

Any person not an Underwriting Member of Lloyd's subscribing this policy, or any person uttering the same if so subscribed, will be liable to be proceeded against under Sec. 31 of Lloyd's Act.

S. G.

£100

### Be it known that

as Agents, as well in their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may, or shall appertain, in part or in all, doth make assurance and cause themselves and them and every of them, to be insured, lost or not lost, at and from London to St. John, N.B., upon any kind of Goods and Merchandises, and also upon the Body, Tackle, Apparel, Ordnance, Munition, Artillery, Boat and other Furniture, of and in the good Ship or Vessel called the

whereof is Master, under God for this present Voyage

or whosoever else shall go for Master in the said Ship, or by whatsoever other Name or Names the same Ship, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandise from the loading thereof aboard the said Ship *as above*

(No.

upon the said Ship, &c.,

and shall so continue and endure, during her Abode there, upon the said Ship, &c.; and further, until the said Ship, with all her Ordnance, Tackle, Apparel, &c., and Goods and Merchandise whatsoever, shall be arrived at *as above*

upon the said Ship, &c., until she hath moored at Anchor Twenty-four Hours in good Safety, and upon the Goods and Merchandise until the same be there discharged and safely landed; and it shall be lawful for the said Ship, &c., in this Voyage to proceed and sail to and touch and stay at any Ports or Places whatsoever and wheresoever.

without Prejudice to this Insurance. The said Ship, &c., Goods and Merchandise, &c., for so much as concerns the Assured, by Agreement between the Assured and Assurers in this Policy, are and shall be valued at £ , being on

Touching the Adventures and Perils which we the Assurers are contented to bear and do take upon us in this Voyage, they are, of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises and Ship, &c., or any Part thereof; and in case of any Loss or Misfortune, it shall

## St. John, N.B., Pilotage Investigation.

be lawful to the Assured, their Factors, Servants, and Assigns, to sue, labour, and travel for, in, and about the Defence, Safeguard and Recovery of the said Goods and Merchandises and Ship, &c., or any Part thereof, without Prejudice to this Insurance; to the Charges whereof we, the Assurers, will contribute, each one according to the Rate and Quantity of his sum herein assured. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed by us, the Insurers, that this Writing or Policy of Assurance shall be of as much Force and Effect as the surest Writing or Policy of Assurance heretofore made in Lombard Street, or in the Royal Exchange, or elsewhere in London. And so we the Assurers are contented, and do hereby promise and bind ourselves, each one for his own Part, our Heirs, Executors, and Goods, to the Assured, their Executors, Administrators, and Assigns, for the true Performance of the Premises, confessing ourselves paid the Consideration due unto us for this Assurance by the Assured

at and after the rate of

per cent.

IN WITNESS whereof, we the Assurers have subscribed our Names and Sums assured in London, 30th Sept., 1889.

N.B.—Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless general, or the Ship be stranded; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five Pounds per Cent.; and all other Goods, also the Ship and Freight, are warranted free from Average under Three Pounds per Cent., unless general, or the Ship be stranded.

*(In case of damage it is recommended that Notice be given to the nearest Lloyd's Agent.)*

With leave to call at ports and places on the passage, intermediate or otherwise, for any purpose whatsoever, and all liberties as per Bill of Lading.

Including all risk of craft or boats to and from the vessel, and from the warehouse, factory or calendar, while in transit by railway or any conveyances, and while in warehouse and (or) shed, or on wharf awaiting shipment, and of transhipment, and all risk until safely delivered into the consignee's warehouse.

General average payable according to foreign custom or per York-Antwerp Rules if in accordance with the contract of affreightment.

Held covered in the event of deviation at a premium to be hereafter arranged.

Warranted free from particular average unless the ship or craft or the interest hereby insured be sunk, on fire, stranded, or in collision, the collision to be of such a nature as may reasonably be supposed to have caused or led to the damage. Each craft or lighter to be deemed a separate insurance, but to pay landing, warehousing, forwarding, and special charges, should the same be incurred, as well as partial loss arising from transhipment.

(No. )

## THE SOUTH AND NORTH AMERICAN LLOYDS.

WHIPPLE &amp; COMPANY,

ATTORNEYS FOR THE UNDERWRITERS,

35 LIBERTY ST., NEW YORK CITY.

BY THE UNDERSIGNED FIRMS, CORPORATIONS AND  
INDIVIDUALS, AS SEPARATE UNDERWRITERS,  
EACH REPRESENTED BY THE ABOVE  
NAMED ATTORNEYS.

on account of

In case of loss, to be paid in funds current in the  
United States, or in the City of New York, to

Do make Insurance and cause  
to be insured, lost or not lost, at and from

the day of 18 at noon,  
until the day 18, at noon  
if a on passage on the expiration of the term, with liberty to the as-  
sured to renew the Policy for one, two or three months, at the same  
rate of premium, if application be made to the Attorneys on or before  
the expiration of the first term. The risk, however, is to terminate  
at any port at which she may first arrive during the said extended  
time, on her being moored therein twenty-four hours in good safety;  
a *pro rata* premium to be returned for each entire month not entered  
upon of the extended time, no loss or contribution being claimed.  
Warranted not to use ports on the Continent of Europe north of  
Hamburg, nor to go east of Navarino in the Mediterranean, during  
the period insured; nor ports on the Continent of Europe, north of  
Antwerp, between 1st of November and 1st of March; nor ports in  
the British North American Provinces, except between the 15th May  
and 15th August; also warranted not to use the West India Islands  
during the months of August and September; also warranted not to  
use ports and places in Texas, except Galveston; nor foreign ports  
and places in the Gulf of Mexico; nor places on or over Ocracoke  
Bar; nor any of the West India Salt Islands: nor ports or places on  
the West Coast of America, north of Columbia river, during the  
period insured; nor to use the Min River; nor Torres Straits. Each  
passage subject to separate average. Warranted not to carry grain  
in bulk, except from the ports of New York, Philadelphia, Baltimore  
or San Francisco, and in all cases not to exceed, in tons of 2,240  
pounds, one-half the registered capacity under tonnage deck, and the  
loading to be under the inspection of a Surveyor appointed by the  
Attorneys for that purpose. The vessel is not to proceed to sea with  
grain in bags or bulk on board, without a certificate from such  
Inspector that the vessel is properly laden and fitted for her intended  
voyage; also warranted not to load, in tons of 2,240 pounds, more  
than her registered capacity under tonnage deck, with lead, marble,  
coal and (or) iron, on any one passage.

upon the body, tackle, apparel, and other furniture of

the good called the

whereof is master for this present voyage

or whoever else shall go for master in the said vessel, or by  
whatever other name or names the said vessel, or the master thereof,  
is or shall be named or called.



# St. John, N.B., Pilotage Investigation.

And it shall and may be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at any ports or places, if thereunto obliged by stress of weather, or other unavoidable accident, without prejudice to this insurance. The said vessel, tackle, etc., hereby insured are valued at

Sum Insured,

without any further account to be given by the assured to the assurers, or any of them, for the same.

Touching the adventures and perils which the said UNDERWRITERS is contented to bear, and take upon itself in this voyage, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detrainments of all kings, princes or people, of what nation, condition or quality soever, barratry of the master and mariners, and all other perils, losses and misfortunes, that have or shall come to the hurt, detriment or damage of the said vessel, or any part thereof. AND in case of any loss or misfortune, it shall be lawful and necessary to and for the assured,

factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said vessel, or any part thereof, without prejudice to this insurance; to the charges whereof, the said underwriters will contribute according to the rate and quantity of the sum herein insured; nor shall the acts of the insured or insurers in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; having been paid the consideration for this insurance, by the assured, or assigns, at and after the rate of

And in case of loss, such loss to be paid in sixty days after proof of loss, and proof of interest in the said (the amount of the note given for the premium, if unpaid, being first deducted,) but no partial loss or particular average shall in any case be paid, unless amounting to five per cent. PROVIDED ALWAYS, and it is hereby further agreed, that if the said assured shall have made any other assurance upon the premises aforesaid, prior in day of date to this policy, then the said UNDERWRITERS shall be answerable only for so much of the amount of such prior assurance may be deficient towards fully covering the premises hereby assured; and the said UNDERWRITERS shall return the premium upon so much of the sum by them assured as they shall be, by such prior assurance, exonerated from. AND in case of any insurance upon the said premises, subsequent in day of date to this policy, the said UNDERWRITERS shall nevertheless be answerable for the full extent of the sum by them subscribed hereto, without right to claim contribution from such subsequent assurers, and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent assurance had been made. Other insurance upon the premises aforesaid, of date the same day as this policy, shall be deemed simultaneous herewith; and the said UNDERWRITERS shall not be liable for more than a ratable contribution in the proportion of the sum by them insured to the aggregate of such simultaneous insurance. IT IS ALSO AGREED, that the property be warranted by the assured free from any charge, damage or loss, which may arise in consequence of a seizure or detention, for or on account of any illicit or prohibited trade, or any trade in articles contraband of war. AND it is further agreed, that in case a total loss shall be claimed, for or on account of any damage or charge to the said vessel, the only basis of ascertaining her value shall be her valuation in this Policy; and if not valued herein, then her actual value at the time of the inception of this risk at the port to which she then belonged. AND LASTLY, it is agreed, that if the above vessel, upon a regular survey, should thereby be declared unseaworthy, by reason of her being unsound or rotten, or incapable of prosecuting her voyage on account of her being unsound or rotten; then the assurers shall not be bound to pay their subscriptions on this Policy.

Warranted not to abandon in case of capture, seizure or detention, until after condemnation of the property insured: nor until ninety days after notice of said condemnation is given to the Attorneys. Also warranted not to abandon in case of blockade, and free from any expense in consequence of capture, seizure, detention or blockade; but in the event of blockade, to be at liberty to proceed to an open port and there end the voyage.

Warranted by the assured not to use any of the Guano Islands, nor to load lime under deck. In case of claim for loss or damage, a deduction of one third from the cost of the repairing or replacing the same shall be made, after deducting the value of the old materials, except in the case of anchors, and of sheathing of copper or other metal: a deduction of one-fourth from the expense of repairing or replacing the metal sheathing, or any part thereof (after first deducting the value of the old metal and nails) shall be made, for every month since the vessel was last sheathed until the expiration of forty months, after which time the cost of re-metalling or repairing the same shall be wholly borne by the assured. If a technical total loss be claimed, similar deductions shall be made from the estimated repairs, and unless the net cost thereof would exceed a moiety of the value of the vessel after making such deductions, the loss shall be deemed partial only.

Warranted by the assured free from claim on account of capture, seizure, detention or destruction, by or arising from any belligerent nation, or by or from any officer, civil or military, or other person claiming to act in their name, or under their authority, or in their behalf.

Premium,

Proof of loss to be authenticated by the Agent of the Underwriters, if there be one at the place such proofs are taken.

If the voyage aforesaid shall have been begun and shall have terminated before the date of this policy, then there shall be no return of premium on account of such termination of the voyage.

In all cases of return of premium, in whole or in part, *one-half per cent.*, upon the sum insured, is to be retained by the assurers.

**And** the said Firms, Corporations and Individuals are contented, and do promise and bind themselves, severally and not jointly, nor any one for any other, their respective executors and administrators, to the assured, executors, administrators or assigns, for the true performance of the premises, each one for his own part of the whole amount herein assured, and for such his proportion of all additional sums that may be endorsed hereon by said Attorneys only.

( \$ ..... ) ..... Dollars.

**In Witness whereof:** The said subscribers have hereunto respectively subscribed their names and the several sums insured by them separately by their Attorneys aforesaid, at the City of New York this ..... day of ..... 18.....

Francis C. Travers,	Travers Bros. Co.,	New York.
Joshua Piza,	Piza, Nephews & Co.,	do
J. J. Lindo,	do do	do
J. Dobson Good,	Valentine Bros.,	do
Charles H. Green,	Prest. Hektograph Mfg. Co.,	do
Herman Knubel,	Secy. Columbia Nav. & Com. Co.,	do
J. Ferro,	25 William street,	do
John T. Fenlon,	Lawyer,	do
William H. Hurst,	Pres. Stock Quotation Tel. Co.,	do
David F. Casey,	Whipple & Co.,	do
J. L. Parraga,	do	do
Frederick Fuchs,	Drugs,	do
Messrs. Anthony & Chew,	Marine Adjusters,	do
Carlos M. Pontheir,	Messrs. Samper & Jimenez,	do
Ludw. B. Goldhorn,	56 Beaver street,	do
Isaac Brandon,	Isaac Brandon & Bros.,	do
Chester C. Munroe,	Hoadley & Co.,	do
James W. Eder,	123 West 80th street,	do
Fred Valentine,	Valentine Bros., 1244 Broadway,	do
Albert Fuentes,	do do do	do
Wm. P. Ferguson,	Sec. Amer'n Forcite Powder Mfg. Co.,	do
Rafael E. Parraga,	Parraga Bros.,	do
James Walsh,	Banker,	do
James P. Silo,	Auctioneer,	do
Felix F. Marache,	52 Exchange Place,	do
George F. Holton,	Eastern Steamship Co.,	do
F. R. Whipple,	Whipple & Co.,	do
Juan F. Merino,	285 Stuyvesant avenue, Brooklyn,	do
Chas. E. Parker,	Adjuster and Appraiser,	do
C. S. Parker,	do do	do

# St. John, N.B., Pilotage Investigation.

No. ....

## THE UNIVERSAL MARINE INSURANCE COMPANY

OF SAINT JOHN, NEW BRUNSWICK (LIMITED).

(Incorporated by the Legislature of New Brunswick in the  
Year 1890.)

PROVINCIAL.

**This Policy of Insurance** Witnesseth, That THE UNIVERSAL MARINE INSURANCE COMPANY OF SAINT JOHN, NEW BRUNSWICK (LIMITED), do by THESE PRESENTS, and according to and in pursuance of their Act of Incorporation and By-Laws, and not otherwise, CAUSE

.....ON ACCOUNT OF.....

In case of loss to be paid to.....to be insured, lost or not lost

Sum Insured.

If on a passage at the expiration of the term, with liberty to the assured to renew the Policy for one, two, or three months, at the same rate of premium, if application be made to the Company before the expiration of the first term, the risk, however, is to terminate at any port at which she may first arrive during the said extended time, on her being moored therein twenty-four hours in good safety; a *pro rata* premium to be returned for each entire month not entered upon of the extended time, no loss or contribution being claimed; and if insured for a special voyage, to continue on the vessel until she shall be arrived as aforesaid, and moored twenty-four hours in safety, and on the freight until landed.

AND it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather or other unavoidable accidents without prejudice to this insurance. The said freight hereby insured is valued at the actual amount of freight on board at time of loss, and the said vessel is valued at

\$

TOUCHING the adventures and perils which the said THE UNIVERSAL MARINE INSURANCE COMPANY OF SAINT JOHN, NEW BRUNSWICK (LIMITED), is contented to bear and take upon itself in this voyage, they are of the *Sea, Fire, Barratry of the Mariners* (but not of the Masters), and all other losses and misfortunes, which have or shall come to the damage of the said property, or any part thereof, occasioned by perils of the seas, subject to the conditions and provisions contained or referred to by clauses in this Policy. It is provided always that the insurers shall not be liable for any loss or claim on account of capture, seizure, detention or destruction by, or arising from, any belligerent nation, or by or from any Officer, Civil or Military, or any other person claiming to act in their name or under their authority, or in their behalf; nor for any charge, damage, or loss which may arise in consequence of capture, seizure or detention, or any attempt thereof for or on account of illicit or prohibited trade, or any trade in articles contraband of war. It is further provided that the insurers shall not be liable for any partial loss or particular average on Vessel unless (exclusive in all cases of claims under collision clause) it amounts to Five Hundred Dollars net on vessels valued at Ten Thousand Dollars or less, and on vessels valued at over that sum, unless it amounts to five per cent net on the valuation as declared in this Policy; nor on Freight, or other interest than vessel unless caused by sinking, stranding, burning, or collision with another vessel, and amounts to Five per cent net; exclusive in each and all cases, of all charges and expresses incurred for the purpose of ascertaining and proving the loss; nor for any loss of freight on Ice or Lime, unless the entire quantity shipped shall be destroyed because of stranding, sinking or fire; nor for any loss of Ice in general average, except it be occasioned by jettison; and in all cases of loss by jettison or of any sacrifice for the general benefit, or of any General Average

## Premium.

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Act, the insurers shall only be accountable to assured for the contribution assessed on the subject hereby insured, and only in proportion as insured by this Policy (except when the contributory value in general average exceeds the value of this policy); and shall not be liable for contribution for jettison of deck load. And in case of claim for loss or damage there shall be deducted from the cost of metal, sheathing, caulking under the metal or sheathing, and docking, first the value of the old metal and nails, and from the remainder two and a half per cent, for each month that the metal or sheathing shall have been on said vessel when the same is taken off, and if it has been on forty months, the cost shall be wholly borne by the insured; and from all other repairs (including docking and incidental expenses), except upon anchors, there shall be deducted one-third. Each passage subject to separate average. And it is agreed that the insured shall not have the right to claim for total loss, either of vessel or freight, on account of the estimated amount of repairs to vessel exceeding the value of the vessel, or the valuation in this Policy, nor under any circumstances to abandon either vessel or freight, provided the vessel remains *in specie*, unless the amount which the insurers of vessel would be liable to pay (exclusive of all general average charges, and charges for getting off or raising and bringing into port a vessel stranded or submerged, and of all repairs consequent upon decay) under an adjustment, as of partial loss (after making all the usual deductions as provided for in this Policy), shall exceed half the value of said vessel, as declared in this Policy; and in case the valuation of vessel be not expressed in this Policy, then the highest valuation under which the vessel is insured, in any policy, shall be the basis for ascertaining the technical total loss of Freight hereunder, provided, however, that if such value shall be less than Thirty Dollars per registered ton, or if there be no insurance on the vessel, then such value shall be Thirty Dollars per registered ton, that in no case shall there be a claim for total loss of freight if the cargo can be forwarded at a cost equal to less than one-half the original freight, and there shall be no claim for loss of chartered freight not on board, unless the vessel itself shall be a total loss according to the terms of this Policy. It is also agreed that the insured shall not have the right to abandon, or to claim total loss of freight upon goods perishable in their own nature, unless the vessel carrying said goods shall be actually or technically a total loss according to the terms of this Policy, or the goods themselves be totally lost by sinking, stranding, burning, or collision with another vessel. It is also further agreed that voyage policies on freight shall attach upon arrival of the vessel at the first port specified, if in ballast, or as soon as the inward cargo is landed at said port, and no sooner if the vessel be under charter, and shall terminate at port or ports of destination with the landing of cargo, in proportion as amount hereby insured bears to full amount of freight or charter for the whole voyage insured. And in case of loss or misfortune *it shall be lawful and necessary* to and for the insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said property, or any part thereof, without prejudice to this insurance; to the charges whereof, the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk; and the acts of the insured, or insurers, in recovering, saving and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment. Having been paid the consideration for this insurance, by the insured, at, and after the rate of

## Policy, 1.00

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PROHIBITED from the River and Gulf of St. Lawrence, ports in Newfoundland, Northumberland Straits, Cape Breton, (except Sydney), and Black and Baltic Seas, between October 1 and May 1, and from all Guano or Phosphate Islands (except the Peruvian), ports in Greenland, ports in Alaska, the Arctic Ocean, Mexican ports and places in the Gulf of Mexico; from loading (Atlantic United States coastwise voyages excepted) more than one-half registered tonnage of Grain in bulk, except at the ports of Baltimore, Philadelphia, New York, Boston, Portland (Maine), and Montreal from May 1 to September 1; from loading lime; from loading more than one-half of registered tonnage of ore, or phosphate rock.

AND in case of loss the agent of this Company, or, if there be none in the vicinity, the agent of the National Board of Marine Underwriters, or the Agent of the Boston Board of Marine Underwriters must be represented on the survey, should there be one at or near the place where the loss occurs or the repairs are made, and all bills for repairs or expenses must be approved by him. Losses shall be paid in sixty days after this Company shall receive proof and adjustment thereof, together with proof of interest in property insured, the amount of the premium note without discount if unpaid, and all sums due to this Insurance Company from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the President and Directors, they discounting interest for anticipating payment. And it is agreed, that whenever the premium has not been paid, or a note has been taken for the same, the said Insurance Company shall have the right to cancel the Policy, and collect the earned premium thereon if the person liable to pay the said premium, or the maker or endorser of such note, shall become a bankrupt, or shall be insolvent. It is agreed, that all claims under

## St. John, N.B., Pilotage Investigation.

It is agreed that this Company is not in any case to be liable for loss or damage to another vessel or her freight or cargo by collision with the vessel hereby insured.

this policy shall be void unless prosecuted within one year from date of the happening of the loss, and if the assured proceed at law, by suit or action, to recover the whole or any part of the sum assured by the policy, such suit or action shall be brought and prosecuted in Her Majesty's Supreme Court at St. John, N.B., and not elsewhere, under the penalty of forfeiture of all benefit of this insurance, and of the same thereby becoming wholly void. And it is also agreed, that if the said insured shall have made any other insurance upon the property aforesaid prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property hereby insured, and the said Insurance Company shall return the Premium upon so much of the sum by them insured as they shall be by such prior insurance exonerated from, provided that no return premium shall be made for any passage whereon the risk has commenced. And in case of any insurance upon the said property subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable for the full extent of the sum by them subscribed hereto, without right to claim contribution from such subsequent insurers, and shall accordingly be entitled to retain the premium by them received in the same manner as if no such subsequent insurance had been made. Other insurance upon the premises aforesaid, of date the same day as this Policy, shall be deemed simultaneous herewith, and the said Company shall not be liable for more than a ratable contribution in the proportion of the sum by them insured to the aggregate of such simultaneous insurance. It is also agreed that if the interest insured by this Policy be that of a mortgagee only, then on payment of loss the rights and claims of the mortgagee shall pass by deed of assignment, and be duly transferred to this Insurance Company. It is also agreed that this insurance shall be void in case this Policy or the interest insured hereby shall be sold, assigned, transferred, mortgaged or pledged without the previous consent in writing of the insurers. It is also agreed, that the insured shall not abandon in consequence of the port of destination being blockaded or rendered unsafe, and free from any expense in consequence thereof, but the vessel shall in such case have the liberty to proceed to another safe port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination be raised. It is agreed that if the above vessel upon a regular survey should thereby be declared unseaworthy, by reason of her being unsound or rotten, or incapable of prosecuting her voyage on account of her being unsound or rotten, then the said Insurance Company shall not be bound to pay their subscription on this Policy. If the voyage aforesaid shall have begun, and shall have terminated before the date of this Policy, then there shall be no return of premium on account of such termination of the voyage.

WARRANTED by the assured seaworthy at her departure on the present voyage, and at the commencement of each passage during the continuance of this Policy.

THIS Company is not liable for Wages or Provisions, except in general average when customary and legal at the point of destination.

NO AGENT of this Company has authority to erase or waive any of the printed conditions of this Policy.

IN WITNESS WHEREOF, the President of the said THE UNIVERSAL MARINE INSURANCE COMPANY OF SAINT JOHN, NEW BRUNSWICK (LIMITED), hath hereunto subscribed his name, and caused the same to be countersigned by their General Manager, at their office in St. John, N.B., this                  day of                  one thousand eight hundred and ninety.

.....President.

*General Manager.*

BY THE

No. ....

## UNION INSURANCE COMPANY,

BANGOR, ME.

ON ACCOUNT OF

In case of loss to be paid to

Do make insurance and cause to be insured, lost or not lost.

Sum Insured.

If on a passage on the expiration of the term, with liberty to the assured to renew the Policy for one, two or three months, at the same rate of premium, if application be made to the Company before the expiration of the first term. The risk, however, is to terminate at any port at which she may first arrive during the said extended time, on her being moored therein twenty-four hours in good safety; a *pro rata* premium to be returned for each entire month not entered upon of the extended time, no loss or contribution being claimed; and if insured for a special voyage, to continue on the same vessel until she shall be arrived as aforesaid, and moored twenty-four hours in safety, and on the freight until landed.

AND it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather or other unavoidable accidents without prejudice to this insurance. The said freight hereby insured is valued at the actual amount of freight on board at time of loss, and the said vessel is valued at

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TOUCHING the adventures and perils which the said UNION INSURANCE COMPANY is contented to bear and take upon itself in this voyage, they are of the *Seas, Fire, Barratry of the Mariners* (but not of the Master), and all other losses and misfortunes, which have or shall come to the damage of the said property or any part thereof, occasioned by perils of the sea, subject to the conditions and provisions contained or referred to by clauses in this Policy. It is provided always that the insurers shall not be liable for any loss or claim on account of capture, seizure, detention or destruction by, or arising from, any belligerent nation, or by or from any Officer, Civil or Military, or any other person claiming to act in their name or under their authority, or in their behalf; nor for any charge, damage or loss which may rise in consequence of capture, seizure, or detention or any attempt thereat for or on account of illicit or prohibited trade, or any trade in articles contraband of war. It is further provided that the insurers shall not be liable for any partial loss or particular average on Vessels unless (exclusive in all cases of claims under collision clause) it amounts to Five Hundred Dollars net on vessels valued at Ten Thousand Dollars or less, and on vessels valued at over that sum, unless it amounts to five per cent net on the valuation as declared in this Policy; nor on Freight, or other interests than vessels unless caused by sinking, stranding, burning, or collision with another vessel, and amounts to Five per cent net; exclusive in each and all cases, of all charges and expenses incurred for the purpose of ascertaining and proving the loss; nor for any loss of freight on Ice or Lime, unless the entire quantity shipped shall be destroyed, because of stranding, sinking or fire; nor for any loss of Ice in general average, except it be occasioned by jettison; and in all cases of loss by jettison or of any sacrifice for the general benefit, or of any General Average act, the insurers shall only be accountable to insured for the contribution assessed on the subject hereby insured, and only in proportion as insured by this Policy (except when the contributory value in general average exceeds the value in this Policy); and shall not be liable for contribution for jettison of deck load. And in case of claim for loss or damage, there shall be deducted from the cost of metal, sheathing, caulking under the metal or sheathing, and docking, first the value of the old metals and nails, and from the remainder two and a half per cent for each month that the metal or sheathing shall have been on said vessel when the same is taken off, and if it has been on forty months, the cost shall be wholly borne by the insured; and in case the vessel shall be on a single bottom, the same rule shall apply to docking and caulking; and from all other repairs (including docking and incidental expenses), except upon anchors, there shall be deducted one-third. Each passage subject to separate average. And it is agreed that the insured shall not have the right to claim for total loss, either of vessel or freight, on account of the estimated amount of repairs to vessel exceeding the value of

## St. John, N.B., Pilotage Investigation.

the vessel, or the valuation in this Policy, nor under any circumstances to abandon either vessel or freight, provided the vessel remains *in specie* unless the amount which the insurers of vessels would be liable to pay (exclusive of all general average charges, and charges for getting off or raising and bringing into port a vessel stranded or submerged, and of all repairs consequent upon decay) under an adjustment, as of partial loss (after making all the usual deductions as provided for in this policy) shall exceed half the value of vessel, as declared in this Policy; and in case the valuation of said vessel be not expressed in this Policy, then the highest valuation under which the vessel is insured, in any policy, shall be the basis for ascertaining a technical total loss of Freight hereunder, provided, however, that in no case shall there be a claim for total loss of freight if the cargo can be forwarded at a cost equal to less than one-half the original freight; and there shall be no claim for loss of chartered freight not on board, unless the vessel itself shall be a total loss according to the terms of this Policy. It is also agreed that the insured shall not have the right to abandon, or to claim total loss of freight upon goods perishable in their own nature, unless the vessel carrying said goods shall be actually or technically a total loss according to the terms of this Policy, or the goods themselves be totally lost by sinking, stranding, burning, or collision with another vessel. It is also further agreed that voyage policies on freight shall attach upon arrival of the vessel at the first port specified, if in ballast, or as soon as the inward cargo is landed at said port, and no sooner if the vessel be under charter, and shall terminate at port or ports of destination with the landing of cargo, in proportion as amount hereby insured bears to full amount of freight or charter for the whole voyage insured. And in case of loss or misfortune it shall be lawful and necessary to and for the insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and recovery of the said property or any part thereof, without prejudice to this insurance: to the charges whereof, the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk; and the acts of the insured, or insurers, in recovering, saving and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment. Having been paid the consideration for this insurance by the insured, at and after the rate of

**PROHIBITED** from the River and Gulf of St. Lawrence (a line drawn from Cape North to Cape Ray, and across the Strait of Canso to the northern entrance thereof, shall be considered the bounds of the Gulf of St. Lawrence seaward); Cape Breton (except Sydney) and Black and Baltic Seas (except the Peruvian), ports in Greenland, Gulf of Compeachy; from loading (Atlantic coastwise voyages excepted), more than one-half registered tonnage of GRAIN in bulk, except at the ports of Baltimore, Philadelphia, New York, Boston, Portland (Maine), and Montreal from May 15 to September 1, when loaded under inspection or from loading or carrying more than half her registered tonnage of Phosphate rock or iron ore.

AND in case of loss the agent of this Company, or, if there be none in the vicinity, the agent of the National Board of Marine Underwriters must be represented on the survey, should there be one at or near the place where the loss occurs or the repairs are made, and all bills for repairs or expenses must be approved by him. Losses shall be paid in sixty days after this Company shall receive proof and adjustment thereof together with the proof of interest in property insured, the amount of the premium note without discount if unpaid and all sums due to this Insurance Company from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the President and Directors, they discounting interest or anticipating payment. And it is hereby agreed that if the premium on this Policy is not paid, or if this Company shall accept a note for the premium, then if such note shall not be paid at maturity, or if the person liable to pay the said premium, or the maker or indorser of such note, shall become a bankrupt, or shall be insolvent, this Company shall have the right to cancel this Policy at any time, and written notice mailed to the assured, or to the payee named in this Policy, shall be deemed a cancellation, and on and after the date when such notice shall be mailed, this Policy shall be null and void; but such a proportional part of any such premium or note given for any risk, as shall have been earned up to the date of such cancellation, shall thereupon remain and become immediately due and payable. It is agreed, that all claims under this Policy, shall be void unless prosecuted within one year from date of the happening of the loss, and if the assured proceed at law, by suit or action to recover the whole or any part of the sum assured by this Policy, such suit or action shall be brought and prosecuted in Her Majesty's Supreme Court, in St. John, N.B., and not elsewhere, under the penalty of forfeiture of all benefit of this insurance, and of the same thereby becoming wholly void. And it is also agreed, that if the said insured shall have made any other insurance upon the property aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient toward fully covering the property hereby insured, and the said Insurance Company shall return the Premium upon so much of the sum by them insured as they shall be by such prior insurance exonerated from, provided, that no return premium shall be made for any passage whereon the risk has commenced. And in case of any

Premium

8

Policy, 1.00

\$

insurance upon the said property subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable for the full extent of the sum by them subscribed thereto, without right to claim contribution from such subsequent insurers, and shall accordingly be entitled to retain the premium by them received in the same manner as if no such subsequent insurance had been made. Other insurance upon the premises aforesaid, of date the same day as this Policy, shall be deemed simultaneous herewith, and the said Company shall not be liable for more than a ratable contribution in the proportion of the sum by them insured to the aggregate of such simultaneous insurance. It is also agreed, that if the interest insured by this Policy be that of a mortgage only, then upon payment of loss the rights and claims of the mortgagee shall pass by subrogation, and be duly transferred to this Insurance Company. It is also agreed that this insurance shall be void in case this Policy or the interest insured thereby shall be sold, assigned, transferred, mortgaged or pledged without the previous consent in writing of the insurers. It is also agreed, that the insured shall not abandon in consequence of the port of destination being blockaded or rendered unsafe, and free from any expense in consequence thereof, but the vessel shall in such case have the liberty to proceed to another safe port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port or destination to be raised. It is agreed that if the above vessel upon a regular survey should thereby be declared unseaworthy, by reason of her being unsound or rotten, or incapable of prosecuting her voyage on account of her being unsound or rotten, then the said Insurance Company shall not be bound to pay their subscription on this Policy. If the voyage aforesaid shall have begun, and shall have terminated before the date of this Policy, then there shall be no return of premium on account of such termination of the voyage.

WARRANTED by the assured seaworthy at her departure on the present voyage, and at the commencement of each passage during the continuance of this Policy.

THIS Company is not liable for Wages or Provisions, except in general average when customary and legal at the port of destination.

NO AGENT OF THIS COMPANY HAS AUTHORITY TO ALTER, ERAASE, OR WAIVE ANY OF THE PRINTED CONDITIONS OF THIS POLICY.

In Witness Whereof, The President of the said UNION INSURANCE COMPANY hath subscribed his name, and caused the same to be countersigned by the Secretary, at their Office in Bangor, this                      day of                      one thousand eight hundred and ninety

..... President.

..... Secretary.

THE UNION INSURANCE COMPANY hereby consents that the interest of ..... in the within Policy subject to all the terms and conditions therein mentioned and referred to, be assigned to .....

DATED ..... 189

FOR VALUE RECEIVED, ..... hereby transfer, assign, and set over unto ..... all ..... right, title, and interest in the within Policy.

Signed, Sealed and  
Delivered, in presence of }



# St. John, N. B., Pilotage Investigation.

## PORT OF CARDIFF.

Messrs. C. H. Jones & Co.,  
Agents of the "Curlew,"

Reg. 306.

Sailed 27, 12, '94.

To the CARDIFF PILOTAGE BOARD.

Pilotage as under:

Inwards.		Outwards.	
	£ s. d.		£ s. d.
.....To Cardiff		Dock to roads.....	1 1
Roads to dock.....		Dock to.....	
Extra days.....		Extra days.....	
Extra tides.....		Extra tides.....	
	£		£

Total, £ 1 1 0

No receipt to be given on this account

## PORT OF CARDIFF.

Messrs .....  
Agents of the "Curlew,"

Reg. 306.

Arrived 30, 11, '94.

Sailed .....

To the CARDIFF PILOTAGE BOARD.

Pilotage as under:

Inwards.		Outwards.	
	£ s. d.		£ s. d.
.....To Cardiff		Dock to roads.....	
Roads to dock.....	1 1	Dock to.....	
Extra days.....		Extra days.....	
Extra tides.....		Extra tides.....	
	£		£

Total, £ 1 1 0

No receipt to be given on this account

THOMAS EVANS,  
Collector of Pilotage.

## CUSTOMS, CANADA.

St. John, 18th February, 1895.

I hereby certify that the following is a true record of the shipping on the registry books at St. John, N.B., at the close of each year from 1876 to 1894:

Year.	No. of Vessels.	Tons.
1876.....	805	280,073
1877.....	776	279,616
1878.....	755	276,016
1879.....	737	279,746
1880.....	700	275,879
1881.....	684	270,186
1882.....	654	245,325
1883.....	683	255,607
1884.....	677	251,136
1885.....	657	233,947
1886.....	635	216,959
1887.....	616	204,256
1888.....	601	193,254
1889.....	595	179,740
1890.....	581	176,159
1891.....	572	163,222
1892.....	560	155,221
1893.....	522	131,909
1894.....	488	111,888

J. R. RUEL,  
Registrar, etc.

## Port of St. John, N.B. Year ending 30th June, 1893.

Arrivals.				Departures.			
Under what Flag.	No.	Tons.	Crew No.	Under what Flag.	No.	Tons.	Crew No.
British sea-going.....	1,422	264,108	9,367	British.....	1,517	249,512	8,993
United States.....	411	259,786	10,529	United States.....	442	265,848	10,513
Norwegian and Swedish.....	14	14,535	213	Norwegian and Swedish.....	14	13,871	295
Austrian.....	4	2,411	62	Austrian.....	4	3,245	57
Spanish.....	8	12,487	282	Spanish.....	9	13,810	303
Russian.....	1	598	14	Russian.....	1	598	14
Italian.....	11	8,107	147	Italian.....	11	7,420	137
Total.....	1,871	562,032	20,614	Total.....	1,998	554,304	20,222

Year ending 30th June, 1875.....1,131 377,614.....1,157 450,516  
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## St. John, N.B., Pilotage Investigation.

List of all the vessels remaining on the register of the province of New Brunswick on the 31st of December, 1894, with the number of vessels, their tonnage and rig.

	Ships.	Barks.	Bktns.	Brigs.	Bgtns.	Schrs.	Wbts.	Sloops.	Stmrs.	Total.
St. John. ....	20	44	10	1	13	270	64	3	63	488
Richibucto. ....		3				12			3	18
Moncton. ....		1	1			13			1	16
Sackville. ....		1			1	8			2	12
Dorchester. ....	1	3	1		1	3				9
Chatham. ....		5			2	287		1	31	326
St. Andrews. ....		1				128		6	5	140
Totals. ....	21	58	12	1	17	721	64	10	105	1,003

### TONNAGE.

St. John. ....	29,187	41,010	4,171	324	3,860	24,852	3,913	50	4,512	111,888
Richibucto. ....		2,890				394			61	2,845
Moncton. ....		947	499			1,152			2	2,600
Sackville. ....		438			198	552			41	1,229
Dorchester. ....	1,763	2,213	415		164	366				4,921
Chatham. ....		3,498			247	4,673		28	926	9,372
St. Andrews. ....		404				2,911		98	73	3,486
Totals. ....	30,950	50,900	5,085	324	4,469	34,900	3,913	185	5,615	136,341

### STEAMERS.

#### PILOTAGE RATES IN UNITED KINGDOM PORTS.

*Ports where steamers pay 20 per cent less than sailing vessels :—*

Gloucester.

*Ports where steamers pay 25 per cent less than sailing vessels :—*

Aberdeen, Barrow-in-Furness, Beaumaris, Bridgewater, Cowes, Dartmouth, Colchester, Falmouth, Fleetwood, Holyhead, Ipswich, London, Maldon, Neath, Porthcawl Harbour, Portsmouth, Southampton, Truro, Woodbridge, Wexford, Yarmouth.

*Ports where steamers pay 30 per cent less than sailing vessels :—*

Arbroath.

*Ports where steamers pay 50 per cent less than sailing vessels :—*

Bellina, Belfast.

At Port Rush steamers of all sizes only pay 15s. each time of visiting the port.

### MEMORANDUM.

At all other ports in the United Kingdom steamers and sailing vessels are charged exactly the same rates of pilotage.

## UNITED KINGDOM.

## Vessels entered at non-compulsory pilotage ports.

Ports.	Year.	No. of Vessels.	Ports.	Year.	No. of Vessels.
Aberdeen	1876	3,194	Maryport	1880	2,220
Aberystwith.	1876	544	Montrose	1875	751
Alloa	1879	1,273	Neath		
Arbroath	1879	401	Newcastle-on-Tyne		
Ardrossan	1879	4,187	Newhaven	1879	1,972
Ayr	1879	2,560	Newport	1879	13,078
Banff	1879	583	New Ross		
Barnstaple	1875	1,910	Newry		
Berwick-on-Tweed		679	North Sunderland		
Blyth			Padstow	1875	1,126
Boness	1879	2,387	Penarth Roads		
Campbellton	1875	1,273	Perth	1876	148
Cardiff	1879	15,555	Peterhead	1875	1,438
Cardigan	1875	983	Plymouth	1879	3,065
Colchester	1879	1,319	Poole	1875	1,471
Cork	1879	4,191	Queenstown		
Cowes	1875	6,790	Ramsgate	1875	441
Dartmouth	1875	1,198	Rochester		
Douglas	Daily steamers from	Liverpool	Roxhearty		
Drogheda	1879	1,064	Scarboro	1875	326
Exeter	1875	927	Seaham Harbour	1875	500
Faversham	1875	8,059	Sharpness		
Fleetwood	1875	1,335	Stornoway	1875	1,087
Folkestone	1879	1,654	Sunderland	1875	9,369
Fowey	1875	2,779	Swansea	1880	5,126
Galway	1879	360	Stockton	1879	838
Gloucester	1879	6,177	Middlesboro	1875	5,039
Grangemouth	1875	2,753	Teignmouth		
Granton	1879	1,221	Torquay		
Greenock	1880	7,197	Troon		
Hartlepool, East and West	1875	7,378	Warkworth	1880	800 steamers and sailers.
Harwich	1879	1,970	Waterford	1879	3,391
Holy Island			Westport		
Inverness	1879	3,764	Wexford	1879	1,300
Ipswich	1875	4,550	Weymouth	1876	516
Levine			Whitby	1876	816
Johnshaven	1875	4,343	Whitehaven	1876	2,512
Kirkcaldy	1875	2,528	Wick & Pultney	1879	2,008
Kirkwall	1875	6,429	Wigtown	1876	1,103
Leith	1875	458	Workington		
Lerwick	1875	930			
Limerick	1875	944			
Lowestoft					

RETURN of vessels registered at St. John and other ports in New Brunswick, entering the Port of St. John for year 1894:—

From 125 to 300 tons	55 vessels
" 300 to 500 "	22 "
" 500 to 750 "	3 "
" 750 to 1000 "	12 "
" 1000 tons and upwards	14 "

St. John, N.B., 8th May, 1895.