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<p>MONDAY SPECIAL One case of Sea Island Cotton, half bleached, full 36 inches, worth 10 cents, 12 yards for . . . \$1.00</p>	<p>MONDAY SPECIAL One case of Columbia Prints, Navy, Reds, Grays and Shirting Prints, elsewhere for 7c, special 5cents</p>	
<p>SPECIAL MONDAY. One case Admiral Percale, full 36 inches, 12 1/2 value, special. 10c</p> <p>MONDAY</p>	<p>NEW ARRIVALS THIS WEEK. Full line of Ladies' Neckwear, Ladies' Auto Sweaters, all colors; Ladies' Silk Rubberized Rain Coats, Elastic Belts, Ruchings, all colors; Belt Pins, Barrettes, Veil Pins, Combs, Hair Rats, Hair Puffs.</p>	<p>MONDAY SPECIAL. One case Ermine Fleece, regular 10 cents value, special 10 yards for 69c</p> <p>MONDAY</p>
<p>One broken lot Muslin and Lace Curtains, value as high as \$3.50, special. \$1.98</p>	<p>Don't forget that we are agents for Maish Laminated Com-forts and Laminated Bats.</p>	<p>One broken lot of W. B. CORSETS, regular \$1.00 value, special. 59 cents</p>

We Sell the Famous Centennari Kid Gloves for Ladies and Children. Price, \$1.25 to \$2.50
GLOVES GLOVES

DEMURRAGE DECISION IS GIVEN BY JUDGE SHEPPARD

Important Ruling in Case of Wittich vs. Steamer Muirfield.

COURT INTERPRETS LAY DAY AS CONTAINED IN CHARTER PARTY, MAKING RULING IN FAVOR OF STEAMER—THE CHARTERER MUST ALSO PAY ACCORDING TO AMERICAN RE-MEASUREMENT.

Judge W. B. Sheppard in the United States court yesterday handed down an important decision in the admiralty case of W. L. Wittich vs. the British steamer Muirfield. The decision is as follows: W. L. Wittich libelled the British steamer Muirfield, which he had loaded with cargo pursuant to charter, and claims by his libel a balance due him on account of dispatch money earned because of time saved to the vessel out of the lay days allowed in the charter party for loading cargo. The master of said steamer filed a cross-libel asserting that, notwithstanding the charter party provided that the charterer, Wittich, should pay all the tonnage dues and port charges, he had refused to pay the additional tonnage tax assessed by the customs officials here, amounting to \$58.38 by reason of the increased tonnage under American re-measurement. The charterer refused to pay this additional tax because the charter party stipulated the tonnage of the vessel at 1957 tons British net register. Under the charterer's construction of the charter party he was required to pay tonnage dues according to the British measurement on a basis of 1957 tons.

INTERPRETING CONTRACT. There being no dispute as to the facts, the contentions between the parties are submitted upon an agreed statement of facts, the solution of the question at issue depending wholly upon an interpretation of the charter party. Counsel conceded at the argument the first proposition was entirely unique, and that the most diligent search for authorities had failed to shed any light on the mooted question.

It is agreed that the charterer had 2 1/2 lay days, Sundays, and legal holidays excepted, unless used in which to load the vessel. It is conceded that none of the excepted days were used. It is further agreed that the charterer was to receive 2d. sterling per net register ton per day dispatch money for every day saved, including Sundays and legal holidays.

It is agreed that the loading began on the first lay day, which was June 5th, 1909, and was finished and the vessel cleared on June 15th, actually consuming nine lay days loading, including the fifteenth; but it is specially provided in the charter party that the vessel might be cleared on the

day the loading is completed without counting it as a lay day, or for dispatch money. Charterer claims twenty and one-half days dispatch, insisting, that by reason of the above provision that the clearance day was not to be counted in the computation of lay days. The master's contention is, that the 2 1/2 lay days stipulated for, began on June 5th and concluded July 3rd at noon. That, notwithstanding the charterer was entitled to twenty-four hours in which to clear the vessel, the charterer was not entitled to dispatch money for the excepted holiday and Sunday which intervened between the third of July, which was the expiration of the lay days and Monday, July 6th, the last day for clearance.

COMPUTING LAY DAYS. By reference to the computation of lay days made by the charterer and used by counsel to illustrate his argument it will be observed that by omitting the fifteenth of the month the day on which the vessel finished loading, the lay days would have expired Monday, July 6th, at noon—thus extending the days saved, for which he would claim dispatch money beyond the fourth and fifth of July and thus he would be entitled to 20 1/2 dispatch days.

Let us see if a fair and reasonable interpretation of this contract will admit of this construction of the charter party providing for the time to be consumed in loading the vessel. The rule for ascertaining the intention of parties by such provisions, is that, when the time is definitely fixed or described so as to be calculable before hand, there is an absolute obligation of the charterer to have the work completed within the period specified whatever circumstances occur. Now by reference to the charter party we find the lay days allowed definitely fixed before the performance of the charter was entered upon.

The charter provided lay days, at one and a quarter per tons net register, Sundays and legal holidays excepted, which would allow the charterer 2 1/2 days from 12 noon 5th, the day loading began. It will be seen that the 2 1/2 days would have expired on July 3rd at noon. According to the general rule for construing such provisions in a charter, the lay days under this contract expired at noon July 3rd. A different interpretation of the provision for lay days, it seems, would allow the charterer dispatch money on the fiction that the delayed clearance days, to-wit, the fourth and fifth of July, were saved to the ship. A memorandum computation which follows here illustrates the modus operandi by which I have reached the above interpretation of that provision of the charter.

PAYING OF FEES. The fifteenth clause of the charter provides that charterers or their agents shall pay wharfage, custom house, quarantine dues, consular fees, for entrance and clearance, harbor-master's fees, pilotage in and out.

Charterer paid tonnage dues and port charges estimated on a basis of 1957 tons British admeasurement, but insists that he is not liable for the additional tonnage tax levied by the customs officials on a survey of the vessel while in port, pursuant to the requirements of the act of congress of 1898.

I think the additional tax is one of the customs house dues, that by the terms of the charter was imposed upon the charterer, and if it were not so intended, charterer should have exempted himself from such alleged extra charges by some definite exception as that he would be liable only for tonnage dues on the tonnage expressed in the vessel's register. Giving the clause of the charter as to lay days the construction as indicated, and interpreting the provision as to custom house dues to include the legitimate charges made at the custom house necessary to the vessel's clearance, it follows that judgment will have to go against the char-

terer on his claim for dispatch money for two and a half days, and as well also as the additional tonnage dues which the master paid.

LAY DAYS NAMED. Lay days of the British steamship Muirfield, under charter of May 8th, 1908, to W. L. Wittich & Co.

- June 4th, notice.
- " 5th 1st lay day.
- " 6th 2nd lay day.
- " 7th SUNDAY.
- " 8th 3 lay day.
- " 9th 4th lay day.
- " 10th 5th lay day.
- " 11th 6th lay day.
- " 12th 7th lay day.
- " 13th 8th lay day.
- " 14th SUNDAY.
- " 15th 9th lay day—actual clearance day.
- " 16th 10th lay day.
- " 17th 11th lay day.
- " 18th 12th lay day.
- " 19th 13th lay day.
- " 20th 14th lay day.
- " 21st SUNDAY.
- " 22nd 15th lay day.
- " 23rd 16th lay day.
- " 24th 17th lay day.
- " 25th 18th lay day.
- " 26th 19th lay day.
- " 27th 20th lay day.
- " 28th SUNDAY.
- " 29th 21st lay day.
- " 30th 22nd lay day.
- July 1st 23rd lay day.
- " 2nd 24th lay day.
- " 3rd 24 1/2 lay day expires at noon. Could clear.
- " 4th Final clearance day.

Days to which W. L. Wittich is entitled to dispatch money for British steamship Muirfield:

- June 16th—1.
- " 17th—2.
- " 18th—3.
- " 19th—4.
- " 20th—5.
- " 21st—6.
- " 22nd—7.
- " 23rd—8.
- " 24th—9.
- " 25th—10.
- " 26th—11.
- " 27th—12.
- " 28th—13.
- " 29th—14.
- " 30th—15.
- July 1st—16.
- " 2nd—17.
- " 3rd—17 1/2, being entitled to only 1 1/2 day.

YOUR SOAP FREE. With every purchase of 25c or more at The Crystal Pharmacy Monday, they will give a cake of fine toilet soap free.

CUSTOM HOUSE TO BE PROBED

SECRETARY M'VEIGH, STIRRED BY REPORT OF GROSS SUGAR FRAUDS AT NEW YORK AND ELSEWHERE, WILL DIG THAT SCANDAL AND INCIDENTALLY RENOVATE ENTIRE SERVICE.

By Associated Press. Washington, Nov. 13.—Secretary of the Treasury Wayne MacVeigh has come out with the flat statement that not only will he probe to the bottom the scandal growing out of the frauds committed in the New York customs house by the so-called sugar trust and its agents, but he proposes to renovate the entire service. He declares he will shoulder all the responsibility for

such a campaign, and that he investigation will be thorough and vigorous. It has developed, also, that the department of justice is working in conjunction with the treasury department. Attorney-general Wickersham has been gathering evidence through his corps of special agents and the evidence is being worked up by the legal experts.

Will Shift Inspectors. Secretary MacVeigh, however, indicates that he is going further than merely seeking to discover and punish those who have been guilty in past of wrongdoing. It is understood to be his purpose to reorganize the force of inspectors who kept close check on the general force in past years. These inspectors will be recruited with tried and trusted men, familiar with the workings of the custom house, and they will be shifted from place to place.

The report sent broadcast that the sugar trust actually owes the government \$30,000,000 instead of \$2,135,000 in unpaid duties and which it paid under duress, the treasury officials declare is absurd. The same officials point out that a most careful examination of the books of the New York custom house was made and that every cent due the government was accounted for.

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LAMB IS RELEASED BUT IS RE-ARRESTED LATER.

I. C. Lamb, the machine salesman arrested late Friday on a warrant charging embezzlement, was released upon bond, which he secured through the efforts of his attorney yesterday

noon. Shortly afterward his bondsmen notified the sheriff's office that they wished to withdraw from the bond, as they had reason to believe Lamb intended to leave the city. He was arrested the second time while enjoying a cold soda at a drug store. Up to midnight he had not succeeded in getting a second bond.

SAVE A DOLLAR. Get a box of Official Seal Cigars to-day at The Crystal Pharmacy for \$2.50. Regular price, \$3.50.

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