

**COTTON: ITS PREPARATION,
TRANSPORTATION AND MARKETING.
HEARING BEFORE A SUBCOMMITTEE OF
THE COMMITTEE ON INTERSTATE AND
FOREIGN COMMERCE, SIXTY-THIRD
CONGRESS, FIRST SESSION. JUNE 24, 1913**

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AND MARKETING**

HEARINGS

BEFORE A

**SUBCOMMITTEE OF THE
COMMITTEE ON INTERSTATE AND FOREIGN COMMERCE**

U. S. Cong. HOUSE OF REPRESENTATIVES
SIXTY-THIRD CONGRESS
FIRST SESSION

JUNE 24, 1913



WASHINGTON
GOVERNMENT PRINTING OFFICE
1913

COMMITTEE ON INTERSTATE AND FOREIGN COMMERCE.

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COTTON: ITS PREPARATION, TRANSPORTATION, AND MARKETING.

SUBCOMMITTEE OF THE COMMITTEE ON
INTERSTATE AND FOREIGN COMMERCE,
Tuesday, June 24, 1913.

The subcommittee this day met, Hon. W. C. Adamson (chairman) presiding.

The CHAIRMAN. The purpose of this hearing is to afford an opportunity to all who know anything about the cotton question, from the gin on to the manufacturer, to inform us what they know. Various complaints are made by foreign manufacturers and spinners on various grounds; complaints are made by the trans-Atlantic steamship lines as to the condition of cotton for transportation; complaints are made by the cotton factors as to the condition of baling and the preserving of the cotton; complaints are made that have not been mentioned thus far by ginners and producers of cotton that in various ways they are not only inconvenienced, but damaged by the way the cotton is handled after it leaves them, and, greatest of all, by the improvident and wasteful manner of sampling of the cotton. There may be other matters, and complaints are also made that the steamship companies make arbitrary rules about the transportation of cotton which the railroads feel they are compelled to follow and comply with.

This committee wants to learn all it can on the subject in order that, in cooperation with the Division of Markets and other bureaus in the various departments, we may conclude whether or not any legislation is necessary to improve conditions in any part of the travels of a bale of cotton from the gin to the factory.

I shall ask the stenographer to put in evidence, first, the Harter Act. (The Harter Act, referred to by the chairman, follows:)

HARTER ACT.

[PUBLIC—No. 57.]

AN ACT Relating to navigation of vessels, bills of lading, and to certain obligations, duties, and rights in connection with the carriage of property.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall not be lawful for the manager, agent, master, or owner of any vessel transporting merchandise or property from or between ports of the United States and foreign ports to insert

In any bill of lading or shipping document any clause, covenant, or agreement whereby it, he, or they shall be relieved from liability for loss or damage arising from negligence, fault, or failure in proper loading, stowage, custody, care, or proper delivery of any and all lawful merchandise or property committed to its or their charge. Any and all words or clauses of such import inserted in bills of lading or shipping receipts shall be null and void and of no effect.

SEC. 2. That it shall not be lawful for any vessel transporting merchandise or property from or between ports of the United States of America and foreign ports, her owner, master, agent, or manager, to insert in any bill of lading or shipping document any covenant or agreement whereby the obligations of the owner or owners of said vessel to exercise due diligence to properly equip, man, provision, and outfit said vessel, and to make said vessel seaworthy and capable of performing her intended voyage, or whereby the obligations of the master, officers, agents, or servants to carefully handle and stow her cargo and to care for and properly deliver same, shall in anywise be lessened, weakened, or avoided.

SEC. 3. That if the owner of any vessel transporting merchandise or property to or from any port in the United States of America shall exercise due diligence to make the said vessel in all respects seaworthy and properly manned, equipped, and supplied, neither the vessel, her owner or owners, agent, or charterers shall become or be held responsible for damage or loss resulting from faults or errors in navigation or in the management of said vessel nor shall the vessel, her owner or owners, charterers, agent, or master be held liable for losses arising from dangers of the sea or other navigable waters, acts of God, or public enemies, or the inherent defect, quality, or vice of the thing carried, or from insufficiency of package, or seizure under legal process, or for loss resulting from any act or omission of the shipper or owner of the goods, his agent or representative or from saving or attempting to save life or property at sea, or from any deviation in rendering such service.

SEC. 4. That it shall be the duty of the owner or owners, masters or agent of any vessel transporting merchandise or property from or between ports of the United States and foreign ports to issue to shippers of any lawful merchandise a bill of lading, or shipping document, stating, among other things, the marks necessary for identification, number of packages, or quantity, stating whether it be carrier's or shipper's weight, and apparent order or condition of such merchandise or property delivered to and received by the owner, master, or agent of the vessel for transportation, and such document shall be prima facie evidence of the receipt of the merchandise therein described.

SEC. 5. That for a violation of any of the provisions of this Act the agent, owner, or master of the vessel guilty of such violation, and who refuses to issue on demand the bill of lading herein provided for, shall be liable to a fine not exceeding \$2,000. The amount of the fine and costs for such violation shall be a lien upon the vessel, whose agent, owner, or master is guilty of such violation and such vessel may be libeled therefor in any district court of the United States within whose jurisdiction the vessel may be found. One-half of such penalty shall go to the party injured by such violation and the remainder to the Government of the United States.

SEC. 6. That this Act shall not be held to modify or repeal sections forty-two hundred and eighty-one, forty-two hundred and eighty-two, and forty-two hundred and eighty-three of the Revised Statutes of the United States, or any other statute defining the liability of vessels, their owners or representatives.

SEC. 7. Sections one and four of this Act shall not apply to the transportation of live animals.

SEC. 8. That this Act shall take effect from and after the first day of July, eighteen hundred and ninety-three.

Approved, February 13, 1893.

The CHAIRMAN. Next, a communication I have received from the Savannah Cotton Exchange, which purports to give a history of the various conventions which have been held between the transportation companies of cotton and cotton factors. It is noticeable that from all of those conventions the producers, ginners, and the manufacturers have been absent. It seems to me like a noticeable omission, if not a fatal one.

(The communication from the Savannah Cotton Exchange referred to by the chairman follows:)

SAVANNAH COTTON EXCHANGE,
Savannah, Ga., June 16, 1913.

HON. W. C. ADAMSON,
Chairman Committee on Interstate Commerce,
Washington, D. C.

MY DEAR SIR: It has been brought to my attention that your committee will hold a hearing on the 26th instant with the idea of looking into the question of the better baling of cotton and, in fact, all matters appertaining to the transportation of the cotton crop.

In this connection I think it might be just as well to inform you that the various cotton associations as well as the transportation lines, both rail and water, in the South have been very actively engaged during the past year on this proposition. I am taking the liberty, therefore, of sending you the minutes and resolutions drawn up and passed in regard to the subject by various bodies. I am inclined to think they have covered the ground very carefully and feel sure that your committee, if these documents are read by them, will see that the trade generally is thoroughly alive to the situation and is doing everything in its power to rectify the evil which unquestionably has existed in the past in regard to the poor handling as well as baling of the cotton crop.

Yours, very truly,

PAUL T. HASKELL, JR.,
President.

[Extract of resolutions adopted at the conference of ship agents representing the North and South Atlantic and Gulf ports, held in New Orleans March 3 and 4, 1913.]

STEAMSHIP AGENTS.

SOUTH ATLANTIC AND GULF PORTS.

Alfred Le Blanc, Harrison Line, New Orleans, La.
G. B. Woods, Port Arthur (Tex.) Trans-Atlantic Line, Port Arthur, Tex.
E. E. Lambertson, Southern Pacific, New Orleans, La.
D. Vila, Sevilla & Vila, New Orleans, La.
W. R. Wilkins, Wilkins & Blehl, Galveston, Tex.
S. Sgitcovich, S. Sgitcovich, Galveston, Tex.
J. A. Crocker, Fowler & McVittie, Galveston, Tex.
J. H. Langbehn, Langbehn Bros., Galveston, Tex.
W. H. Hendren, Texas Transportation & Terminal Co., New Orleans, La.
John M. Heyn, Ross & Heyn, New Orleans, La.
A. R. Lafonta, Richard Meyer Co., New Orleans, La.
F. D. Strachan, F. D. M. Strachan & Co., Brunswick, Ga., and Charleston, S. C.
S. J. Jackson, Leyland Line, Galveston, Tex.
J. A. Hickey, Leyland Line, New Orleans, La.
Matthew Warriner, Elder Dempster Line, New Orleans, La.
George H. Terriberry, attorney, New Orleans, La.
Charles Harrington, Hamburg-American Line, New Orleans, La.
H. E. Upton, Jr., Elder Dempster Line, Mobile, Ala.
N. O. Pedrick, Texas Transportation & Terminal Co., New Orleans, La.
S. A. Le Blanc, Mobile Liners (Inc.), Mobile, Ala.
William W. Williamson, Williamson & Raners, Savannah, Ga.
A. F. Churchill, Churchill Lines, Savannah, Ga.
M. J. Sanders, Leyland Lines, New Orleans, La.
D. Warriner, Elder Dempster Line, Galveston, Tex.
W. P. Ross, Ross & Heyn, New Orleans, La.
E. A. Armand, Savannah Maritime Association, Savannah, Ga.
B. D. Raines, chief inspector, South Atlantic & Gulf Cotton Inspection Bureau.
Frederick Roehl, manager, New Orleans Cotton Inspection Bureau, New Orleans, La.

NORTH ATLANTIC PORTS.

M. J. Sanders, by special authority representing the North Atlantic steamship lines.

RESOLUTIONS.

Whereas the special clause agreed upon between the various interests represented at the conference held in New York in July last has not prevented the presentation of serious claims to shipowners in Europe for damage not done whilst the cotton was in the custody of the vessel: Be it

Resolved, That effective on and after July 1, 1913, no dock receipt, mate's receipt, master's, or agent's receipt, or bill of lading will be issued without describing the actual condition of the bales of cotton when received by the ocean carrier.

The following clauses descriptive of bales of cotton to be used in bills of lading: (1) Not thoroughly covered; (2) covering insufficient to retain marks; (3) More or less wet; (4) more or less stained; (5) more or less soiled.

Resolved, That when wet bales have been delivered to the steamer, and at the shipper's request permitted to dry out before the receipt is given, that the receipt be given "Bales have been wet and dried."

Resolved, That bales are to be well marked or branded so that the mark can be read without any question of a doubt; bales to be marked with a good quality of ink that will not fade, wash, or rub away; marks to be placed between the bands so that no part of the mark will be covered by the bands; no other mark to be allowed upon the bale except the head brand (if any) and the mark under which the bale is moving for export. All other marks to be thoroughly obliterated so that no part of any old mark will appear, except upon round bales, on which the gin mark will be allowed to remain, as this mark is very essential to the shipper and will in no way affect the mark under which the bale is being exported. When the quality of bagging is insufficient to carry the marks plainly to destination, a patch of good bagging, or cloth, bearing the mark, shall be put on the bale under the band. This shall be considered durably and legibly marked. (This rule will at all times be strictly adhered to, and no one has the authority to pass any cotton condemned for this reason.)

Resolved, That the following clause shall be incorporated in all freight contracts for cotton and cotton linters:

"The standard bale gin box of 24 by 54 inches is the basis of this freight engagement, and cotton and cotton linters must be of a minimum density on delivery to the steamer of 22½ pounds per cubic foot for each bale.

"Any bale that does not show this density, if not re-pressed to the required density, shall pay an extra freight of 50 cents per bale.

"Bales of larger measurement that can not be pressed to a minimum density of 22½ pounds per cubic foot ship side shall pay an extra freight of \$1 per bale."

Resolved, That the room covered by this freight contract shall not be relet without the consent of the steamship agent. That contracts bear a clause to this effect.

Resolved, That the understanding be that freight contracts calling for a specific quantity mean that quantity and no discretionary percentage at the option of the shipper unless so stated in the contract.

Whereas the American bale of cotton has for generations past been universally condemned as the most shameful evidence of wasteful and inefficient commercialism because of the utter lack of protection given to a very valuable product by unsuitable, flimsy, and insufficient covering; and

Whereas the Government experts have figured the loss resulting from the present system as high as \$50,000,000 per annum: Be it

Resolved, That this conference of ship agents, representing the North and South Atlantic and Gulf ports of this country, hereby calls upon the cotton-carrying railroads and all other interests to take prompt steps to do their part, in cooperation with steamship interests, to end the present shameful methods of handling this, the second greatest crop in the United States.

[General conference of cotton interests, held at New Orleans Mar. 5, 1913.]

EXCHANGES.

H. G. Grimley, Mobile Cotton Exchange, Mobile, Ala.
Le Baron Lyons, Mobile Cotton Exchange, Mobile, Ala.
A. J. Ritch, Savannah Cotton Exchange, Savannah, Ga.

L. S. Atkinson, Mississippi Cotton Association, Meridian, Miss.
 W. O. Jones, Southeastern Cotton Buyers Association, Elberton, Ga.
 Jos. A. Alrey, New Orleans Cotton Exchange, New Orleans, La.
 S. W. Weis, New Orleans Cotton Exchange, New Orleans, La.
 Jovite Cau, New Orleans Cotton Exchange, New Orleans, La.
 E. S. Butler, New Orleans Cotton Exchange, New Orleans, La.
 A. M. West, jr., New Orleans Cotton Exchange, New Orleans, La.
 E. J. Glenn, president New Orleans Cotton Exchange.

COMPRESS ASSOCIATIONS.

W. D. Haas, Bunkle Compress & Warehouse Co., Bunkle, La.
 W. D. Haas, Alexandria Compress & Warehouse Co., Alexandria, La.
 R. L. Taylor, Mississippi Valley Compress Association.
 J. C. Haskell, president Atlantic Compress Co., Atlanta, Ga.
 W. W. Robinson, manager Atlantic Compress Co., Atlanta, Ga.
 Jos. W. Lewis, Mississippi Valley Compress Association, St. Louis, Mo.
 C. C. Hanson, Mississippi Valley Compress Association, Memphis, Tenn.
 C. Y. Markin, Citizens Compress Co., Meridian, Miss.
 Jas. B. Ellis, Mississippi Valley Compress Association, Selma, Ala.
 Jos. P. Brown, Uniontown Warehouse & Compress Co., Uniontown, Ala.
 Harvie Jordan, president Farmers Gin Compress & Cotton Co., Atlanta, Ga.

RAILROADS.

T. F. Steele, freight traffic manager N. O. & N. E., New Orleans, La.
 N. M. Leach, traffic manager T. & P., New Orleans, La.
 Chas. S. Fay, general freight agent, Southern Pacific, New Orleans, La.
 Jos. Lalande, assistant general freight agent, Southern Pacific, New Orleans, La.
 E. R. Lockhart, freight agent, N. O. & N. E. and N. O. & G. N., New Orleans, La.
 N. C. Barnett, export agent, Frisco Lines, New Orleans, La.
 A. D. Lightner, vice president Frisco Lines, New Orleans, La.
 R. D. Reevea, assistant general freight agent, I. C. and Y. & M. V., New Orleans, La.
 R. F. Reynolds, foreign freight agent, Illinois Central, New Orleans, La.
 W. H. Reed, St. Louis, Iron Mountain & Southern and Missouri Pacific, New Orleans, La.
 H. G. Shears, representative joint foreign freight agent, N. O. & N. E., New Orleans, La.
 E. L. Davison, assistant foreign freight agent, Mobile & Ohio, New Orleans, La.
 J. F. Porterfield, general superintendent, I. C. R. R., New Orleans, La.
 O. C. Turlington, Rock Island Lines, New Orleans, La.
 A. E. Scaife, agent, Illinois Central, New Orleans, La.
 E. H. Calef, assistant general freight agent, Missouri Pacific, St. Louis, Mo.
 A. R. Davant, Southern Railway, Memphis, Tenn.

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 W. B. Wilkins, Wilkins & Biehl, Galveston, Tex.
 S. Sgitcovich, S. Sgitcovich, Galveston, Tex.
 J. A. Crocker, Fowler & McVittie, Galveston, Tex.
 J. H. Langbehn, Langbehn Bros., Galveston, Tex.
 W. H. Hendren, Texas Transportation & Terminal Co., New Orleans, La.
 John M. Heyn, Ross & Heyn, New Orleans, La.
 A. R. Lafonta, Richard Meyer Co., New Orleans, La.
 F. D. Strachan, F. D. M. Strachan & Co., Brunswick, Ga., and Charleston, S. C.
 S. J. Jackson, Leyland Line, Galveston, Tex.
 J. A. Hickey, Leyland Line, New Orleans, La.