

ESPEY, JR., V. BLANKS.\*

*Circuit Court, E. D. Louisiana.* November 18, 1881.

1. CONTRACTS—EVIDENCE.

Parol evidence is inadmissible to alter the terms of a written contract.

In Admiralty.

*E. N. Whittemore*, for libellant.

*B. Egan*, for claimants.

PARDEE, C. J. This suit is brought on a bill of lading, and damages are claimed for the non-delivery of the freight in time at the place of consignment. The libellant makes out a case and proves \$102.45 damages by the deterioration of the goods and the expenses of telegraphing, and additional freight. There is no defence, except an alleged verbal instruction from the wharf-master to the clerk of the boat to make certain inquiries, and in a certain contingency to deliver the freight at another place than that named in the bill of lading. Objection is made to the introduction of evidence to sustain this defence, and the objection is well taken. See *The Thames*, 14 Wall. 98; also, *The Delaware*, Id. 579, where the precise question is decided.

The judgment of the district court was manifestly right, and should be affirmed. Let a like decree as in the district court be entered in this case, with costs.

\* Reported by Joseph P. Horner, of the New Orleans bar.