

ent assumed no greater risks than are expressed in the bills of lading; and that the loss or damage to the goods was by perils of the sea, and by causes in respect of which the respondent was exempt from liability by law and by the bills of lading. The answers set forth the particulars of the voyage and the stranding, and deny negligence, and allege that in respect to the employment of a skilled and licensed master and officers, and the careful observation by them of the elements, and everything which would, in the exercise of ordinary human skill, enable them to determine and judge the position of the vessel, and to navigate her accordingly, and in respect to her seaworthiness and outfit, and everything within the reasonable limits of skill and foresight, the respondent complied with its contracts, and with all the requirements of law.

The bill of lading, Exhibit C, in the first-entitled case, is a through bill of lading issued at Nashville, Tennessee, headed, "Overland and Ocean Bill of Lading, Louisville & Nashville and South & North Alabama Railroad, and the Williams & Guion Steam-ship Company, from Nashville, Tennessee, to Liverpool, England." It covers 300 bales of cotton, stated to be "shipped in apparent good order," and "to be delivered in like good order and condition, \* \* \* under the following terms and conditions, viz.: That the said L. & N. and So. & No. Ala. Railroads, and their connections which receive said property, shall not be liable for \* \* \* loss or damage on any article or property whatever by fire or other casualty while in transit, or while in deposit or places of transshipment, or at depots or landings at all points of delivery; nor for loss or damage by fire, collision, or the dangers of navigation while on seas, rivers, lakes, or canals. \* \* \* It is further agreed that said L. & N. and So. & No. Ala. Railroads and connections shall not be held accountable for any damage or deficiency in packages after the same shall have been received for in good order by consignees or their agents at or by the next carrier beyond the point to which this bill of lading contracts. \* \* \* It is further stipulated and agreed that in case of any loss, detriment, or damage done to or sustained by any of the property herein received for during such transportation, whereby any legal liability or responsibility shall or may be incurred, that company alone shall be held answerable therefor in whose actual custody the same may be at the time of the happening of such loss, detriment, or damage, and the carrier so liable shall have the full benefit of any insurance that may have been effected upon or on account of said goods. And it is further agreed that the amount of the loss or damage so accruing, so far as it shall fall upon the carriers above described, shall be computed at the value or cost of said goods or property at the place and time of shipment under the bill of lading. This contract is executed and accomplished, and the liability of the L. & N. and So. & No. Ala. Railroads and their connections as common carriers thereunder terminates on delivery of the goods or property to the steam-

ship company at New York, when the liability of the steam-ship commences, and not before. And it is further agreed that the property shall be transported from the port of New York to the port of Liverpool by the said steam-ship company, with liberty to ship by any other steam-ship or steam-ship line, subject to the following terms and conditions, viz.: To be delivered \* \* \* in the like good order and condition at the aforesaid port of Liverpool, (the acts of God, \* \* \* barratry of master or mariners, \* \* \* loss or damage resulting from \* \* \* risk of craft \* \* \* at sea in craft or on shore, \* \* \* or any other accidents of the seas, rivers, and steam navigation, of whatever nature or kind soever, excepted; whether any one or more of all such exceptions arise, occur, or are in any way occasioned from or by the negligence, default, or error in judgment of the master, mariners, engineers, or others of the crew, or of any of the servants or employes of the ship-owners, or otherwise however.) \* \* \* NOTICE. In accepting this bill of lading the shipper or agent of the owner of the property carried expressly accepts and agrees to all its stipulations, exceptions, and conditions, whether written or printed." The bill of lading is dated at Nashville, Tennessee, February 4, 1880, and is signed "B. F. CHAMPE, G. A., Agent severally, but not jointly."

The bill of lading, Exhibit H, in the first-entitled case, is like Exhibit C, except that it is for 150 bales of cotton by other shippers, and is dated February 5, 1880. The bill of lading, Exhibit J, in the first-entitled case, is like Exhibit H, except that it is for 100 bales of cotton, and is dated February 12, 1880. The bill of lading, Exhibit P, in the first-entitled case, is dated at New York, March 1, 1880, and covers 22 boxes of bacon and four tierces of hams, shipped in good order, and to be delivered in like good order and condition, at the port of Liverpool, "(the act of God, \* \* \* barratry of master or mariners, \* \* \* loss or damage resulting from \* \* \* any of the following perils, whether arising from the negligence, default, or error in judgment of the master, mariners, engineers, or others of the crew, or otherwise howsoever) excepted, namely, risk of craft, \* \* \* at sea in craft, or on shore, \* \* \* or from the consequences of any damage or injury thereto, howsoever such damage or injury may be caused, \* \* \* stranding, or other peril of the seas, rivers, or navigation, of whatsoever nature or kind soever, and however such \* \* \* stranding, or other peril may be caused. \* \* \* In accepting this bill of lading, the shipper, or other agent of the owner of the property carried, expressly accepts and agrees to all its stipulations, exceptions, and conditions, whether written or printed."

The bill of lading, Exhibit C, in the second-entitled case, is like Exhibit P in the first-entitled case, except that it is for 16,441 28-60 bushels of wheat, in bulk and bags, by other shippers, and is dated February 28, 1880. The bill of lading, Exhibit H, in the second-entitled case, is a through bill of lading, issued at Buffalo, New York,