

headed, "Foreign Bill of Lading. S. S. Montana, New York Central & Hudson River Railroad Company, and the Guion Line Steam-ship Company, from Buffalo to Liverpool." It covers 100 boxes of middles, stated to be shipped "in apparent good order," and to be "subject to all the conditions expressed in the customary forms of bills of lading in use by said steam-ships or steam-ship company at time of shipment," and "to be delivered in like good order and condition, * * * under the following terms and conditions, viz.: That the said New York Central & Hudson River Railroad Company, and its connections which receive said property, shall not be liable * * * for loss or damage on any article of 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 New York Central & Hudson River Railroad Company and its connections shall not be held accountable for any damage or deficiency in packages after the same shall have been receipted 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 receipted 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 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 the said goods or property at the place and time of shipment under this bill of lading. This contract is executed and accomplished, and the liability of the New York Central & Hudson River Railroad Company as common carriers thereunder, terminates on the delivery of the goods or property to the steam-ship company at New York, when the liability of the steam-ship company 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, England (the act 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 the 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 Buffalo, February 28, 1880, and is signed, "S. STRANDGUARD, Agent severally but not jointly," and also contains the words, "Buffalo, N. Y., to Liverpool, Eng., via New York." The bill of lading, Exhibit I, in the second-entitled cause, is like Exhibit H in the second-entitled case, except that it is for 145 boxes of bellies, shoulders, and middles. The bill of lading, Exhibit N, in the second-entitled case, is like Exhibit P in the first-entitled case, except that it is for 200 bales of cotton, and is dated March 2, 1880.

The question of negligence on the *Montana* has been severely litigated; but, on the facts found, there is no room for doubt as to the proper conclusion. Those facts are set forth in the findings of fact, and establish the negligence. It is not necessary to discuss the evidence. That was done in the decision of the district judge, and his views and conclusions are, in the main, satisfactory. Taking the account given by the master in his testimony, the district judge was of the opinion that it was untrue in important particulars; that it was not true that the ship ran only five minutes, and that at a slow speed, on an E. $\frac{3}{4}$ S. course; that if the master did not note the length of the time that he ran on that course, he was guilty of gross negligence; and that, if he did note the time, it was incumbent on him to state it truly, and he had not done so. The district judge was also of the opinion that the ship, instead of passing the South Stack at a distance of 15 miles, passed it close at hand, and that it was not true that the light changed its bearing to the master in one hour, with the ship at full speed on the course she was on, only two points. The district judge also commented upon the facts that the point marked by the master on the chart as that at which he lost the South Stack light, and changed his course to E. $\frac{3}{4}$ S., was a point where the Skerries light should have been in view, but was not; and yet it did not occur to him that that light and the South Stack light might be obscured by a fog, and that although both the South Stack light and the Skerries light ought to have been seen by him at the same time, if he was where he supposed he was, he did not allow a doubt to arise, nor exercise the reasonable care of using the lead when he changed his course to E. $\frac{3}{4}$ S.; that the inability to see either of the two lights while on the latter course was indicative of a fog even before the North Stack gun was heard; that the doubling of the lookouts and the blowing of the whistle indicated that a fog was thought of; that the testimony of the engineer that the engine went at full speed until just as the ship struck, is contradictory of the statement of the master that she ran at half speed on the E. $\frac{3}{4}$ S. course,