worthy ship, the effects attributed to it by the claimants, but that it was not of such unusual and extreme severity as to justify the assumption, without further evidence, that it caused the leaks which occasioned the damage. The carrier, to make good his defense, is bound to show that the damage arose from a sea peril. It is not enough for him to show that it might have arisen from that cause. He must prove that it did. This proof can be afforded either by showing a sea peril of such a character that injury to the vessel, however stanch and seaworthy, would be its natural and necessary consequence, or by the direct testimony of those who observed its effect upon the ship, or by proving her condition on her arrival; or he may exclude every other hypothesis of causation, by satisfactory proof that she was tight, stanch, and seaworthy at the commencement of the voyage."

The broad statement is clearly made that it is the duty of the owner, in order to relieve himself, "to show that the damage arose from a sea peril." It necessarily follows that, if such facts are known to him, he must prove them. "It is not enough for him to show that it might have arisen from that cause. He must prove that it did." If the facts are unknown to him then the other methods of proof suggested by Judge Hoffman may be resorted to, —their sufficiency, of course, to be determined by the court. Common sense and sound reason appeal strongly to the conscience of the court, against the adoption of any rule that would allow the claimant to withhold the facts within his knowledge, and rely solely on the theory of presumptions.

In The Edwin I. Morrison, 153 U. S. 199, 210, 14 Sup. Ct. 823, the vessel was bound from Weymouth, Mass., to Savannah, Ga., and her cargo was damaged by reason of the loss of the cap covering the bilge-pump hole; and it was alleged that this pump had not been properly screwed down, but negligently and improperly fastened, and left insecure, by those in charge of the steamer. The defense was that it was displaced by a peril of the sea. The district court entered a decree in favor of the libelant, which was reversed by the circuit court. The supreme court reversed the decision of the circuit court, and affirmed that of the district court. It appeared in that case that almost immediately after the commencement of the voyage the steamer encountered a storm of unprecedented violence, from the effects of which she took in 18 inches of water, which came in contact with the cargo, and soaked it to some extent. The court said:

"Assuming, as we must, that the damages awarded by the district court resulted from the loss of the cap and plate covering the bilge-pump hole, the question to be determined is whether that loss was occasioned by a peril of the sea, or by the condition of that covering as it was when the vessel entered upon her voyage. If, through some defect or weakness, the plate and cap, and the screws which secured it, came off, or if the cap and plate were so made or so fastened as to be liable to be knocked off by any ordinary blows from objects washed by the sea across the decks, then the vessel was not seaworthy in that respect, and the loss could not be held to come within the exception of perils of the sea, although the vessel encountered adverse winds and heavy weather. * * * The obligation rested on the owners to make such inspection as would ascertain that the cap and plates were secure. Their warranty that the vessel was seaworthy in fact did not depend on their knowledge or ignorance, their care or diligence."

Upon all the evidence contained in the record, we are of opinion that the court did not err in its conclusion that the burden of

proof rested upon the claimant to show that the leak, which was the direct cause which led to the damage of the goods by sea water, occurred by the danger of the sea, and that in the absence of any such proof the presumption of the law is that the damage was occasioned either from the unseaworthiness of the steamer, or from the carelessness or negligence of the officers and crew on board. In either event the claimant and the steamer would be liable. The decree of the district court is affirmed, with costs.

THE CITY OF CLARKSVILLE.

(District Court, D. Indiana. May 4, 1899.)

No. 422.

1. SHIPPING—LOSS BY FIRE—EFFECT OF STATUTE.
   Rev. St. § 4282, governing the liability of vessel owners for loss by fire "happening to or on board the vessel," has no application to a case where goods were destroyed by fire after they had been unloaded from the vessel onto a wharf boat.
2. CARRIERS—CONTRACT LIMITING COMMON-LAW LIABILITY.
   The provision of section 196 of the Kentucky constitution, prohibiting common carriers from contracting for relief from their common-law liability, does not prevent a carrier from stipulating where goods shall be delivered, nor from contracting that, after they had been so delivered for transshipment by a connecting carrier, its common-law liability as a carrier shall cease.
3. ADMIRALTY JURISDICTION—MARITIME CONTRACTS—CONTRACTS TO PROCURE INSURANCE.
   A contract by a carrier by water to procure insurance on goods received for transportation is not a maritime contract, creating a maritime lien, and a court of admiralty has no jurisdiction of a suit for its breach.

This is a libel in rem, in admiralty, on an alleged contract, civil and maritime, against the steamboat City of Clarksville, her boats, tackle, apparel, and furniture, and against all persons lawfully intervening, for their interests therein. The amended libel articulately propounds in substance as follows:

(1) That the steamboat is enrolled at the city of Evansville, Ind., and is of more than 20 tons burden, and is engaged in commerce upon the navigable rivers of Kentucky and Indiana, and has been so engaged for a long time, in carrying freight, and in making contracts therefor, from Bowling Green, Ky., to Evansville, Ind., and to other places upon the navigable waters of the United States.

(2) That on or about April 1, 1896, libelants had a quantity of tobacco which they desired to ship to the firm of Kendrick and Ryan, doing business under the name of the "Central House," in Clarksville, Tenn. That on or about February 1, 1896, the steamboat, by its duly-authorized agent, solicited libelants to ship their tobacco by and upon it from Bowling Green, Ky., to the Central House, at Clarksville, Tenn., and then and there agreed with them, in consideration of shipping on this steamboat, and of the money to be paid for the carriage of the tobacco, that it would cause the tobacco to be insured against loss by fire in the consignee's open fire policy from the time such tobacco was received by the steamboat until the same was delivered to the consignee at Clarksville, Tenn. That in pursuance of said agreement, on or about April 7, 1896, libelants delivered to the steamboat at Bowling Green, Ky., seven hogsheads of tobacco, of the value of $150 each, to be carried by