

the barometric readings have been reduced to normal gravity, and also the value of the adopted corrected term, if the readings have been reduced, or the corrections that should be applied to the tabulated numbers in case they have not been so reduced.

### HURRICANES IN JAMAICA, W. I.

In a supplement to his second volume of Jamaica Meteorological Observations, Mr. Maxwell Hall published a list of hurricanes and other phenomena occurring in Jamaica from the earliest dates up to the beginning of his regular work in 1880. Owing to the difficulty of making this complete and correct, he has requested that any additions and corrections may be communicated to him. The following is a list of the dates of hurricanes or severe storms only, omitting the descriptive text which Mr. Hall quotes in full. As his list already corrects errors that had crept into Keith Johnson's Physical Atlas, the reader will miss several hurricanes that are popularly credited to Jamaica:

1689, this hurricane was not very severe; 1712, August 28; 1714, August 29; 1722, August 28; 1726, October 22; 1743, October 20; 1751, September 2; 1772, August 31; 1780, October 3; 1781, August 1; 1784, July 30; 1785, August 27; 1786, October 20; 1812, October 12; 1813, August 28; 1815, October 18-19; 1818, November 18-20; 1832, August 7; 1837, September 26-27; 1874, October 31-November 2; 1880, August 18.

### COMMERCIAL IMPORTANCE OF STORM AND WEATHER FORECASTS.

A recent decision of the United States circuit court of appeals (fourth circuit, No. 327), rendered on November 8, 1900, has been quite widely commented on by the daily press and is, indeed, worthy of general notice by the mercantile community. It appears that the first decision of the district court of the United States for the district of South Carolina held a vessel and its owners liable for damages to its cargo owing to their failure to observe the weather forecasts and provide protection against rain. The circuit court of appeals reversed this decision and decided that the failure to observe the *rain forecasts* did not constitute negligence in any of the business relations of life, while at the same time recognizing the fact that the masters of vessels are in duty bound to observe the *storm warnings*. As the whole course of the argument is eminently temperate and fair, we reproduce it in full. The result must serve to stimulate the students of meteorology to hasten the perfection of that science whose study has so recently been taken up in the proper way and whose results must be so important to mankind:

The record shows that the German steamship *St. Georg* arrived in Charleston Harbor on the evening of Thursday, the 21st of July, 1898, having on board as part of her cargo 3,039 bags of rice consigned to the libellant, Wilmot D. Porcher, of the City of Charleston, one-half of which was to go to the customhouse; the other half the consignee intended to deposit at his own store. On Friday, the 22d of July, due notice was given the consignee, Porcher, that the vessel would begin to discharge her cargo at 7 o'clock on the morning of July 23. The bill of lading provided that the goods were "to be delivered subject to the terms and conditions stated in this bill of lading, which constitute the contract between the shippers and the company, in like apparent good order and condition from the ship's deck (where the ship's responsibility shall cease) at the port of Charleston, S. C." "Also to discharge the goods from the steamer as soon as she is ready to unload into hulk, or temporary depot or lighter, or a wharf, at the shipper's or consignee's risk and expense after they leave the ship's deck. The goods to be received by the consignee as fast as the steamer can deliver them, and any extra charges incurred after being discharged, necessary for the steamer's quick dispatch, to be paid by the owner or consignee of the goods." The steamer began to discharge about 7:30 a. m., of July 23. The agent of the consignee was sent to receive and remove the goods and reached the wharf about 8 a. m. Porcher, the consignee, went to the wharf about 10 a. m. Klinck, the agent, had ordered a number of

drays to remove the rice, but only two had reported at the time he arrived, the others not coming until about 11 o'clock. There were present at the unloading, besides the agent and libellant, the agents of several other consignees. The ship was being discharged at an uncovered wharf, which had previously been used for unloading and discharging perishable goods. The rice was at first piled indiscriminately on the wharf, but on complaint being made, after 50 or 60 bags had been landed, the rice belonging to the separate consignees was put into separate piles. The wharf was, to some extent, obstructed by some railroad cars and by some piles of pig iron and resin for outward cargo; the entrance to the wharf was by a narrow gateway; these obstructions impeded the handling of a large number of drays at the same time. There was at the shore end of the wharf a granary, which the agent of the railroad company, the owner of the wharf, told Porcher he could use to protect his rice in the event of rain. A forecast of the weather for Saturday, July 23, was inserted in the News and Courier, a newspaper published in Charleston. It was the custom of the Weather Bureau to distribute these forecasts generally throughout the city and to post them in about fifty places in Charleston. The forecast from the Bureau at Washington for South Carolina was: "On Saturday, showers and thunderstorms; warmer," etc. The local forecast for Charleston and vicinity was: "Light showers, with a probable moderate thunderstorm, followed by fair late in the day," etc. The morning of July 23 was clear until about 11 o'clock, when there came up suddenly a thunderstorm and a heavy fall of rain, lasting over an hour. The precipitation was 1.60 inches. There had been rain on the evenings of the 20th, 21st, and 22d of July, varying in time from 4 p. m. to 10 p. m. The precipitation on the 20th was .15 of an inch. On the 21st less than one-hundredth of an inch, and on 22d .20 of an inch. There were light rainfalls 25th and 26th of July. When the rain began on the 23d, the rice on the wharf was covered with tarpauling, but owing to the heavy downpour they did not afford protection. Some of the rice was damaged before it could be gotten under cover, and some by the water running under the bags on the wharf. Neither the consignee nor his agent, nor the agents of the other consignees, previous to the discharge of cargo nor at the time of the discharge, made any objection to the wharf or to the time or the manner of unloading the rice and placing the same on the wharf.

The district court entered a decree for damages in favor of the libellant. The judge of the court below bases the decree on the negligence of the master in unloading the goods on an uncovered wharf in the face of a threatened storm without making effective preparations for protecting the goods for such time as would afford the consignee fair opportunity for removing the same. This he holds to be culpable carelessness, not justified by any necessity, as covered piers were available. And, further, that it was not proved to his satisfaction that the consignee had fair opportunity to examine the rice, to separate it, and remove it before the rain commenced. The correctness of this decision must be determined by those provisions of the bill of lading which provided for the delivery of the goods. These constitute the contract of delivery, and by this agreement construed in the light of principles pertaining to special contracts of affreightment the parties are bound. It is clear and specific in its terms. It states that the goods are to be delivered in good order and condition from the ship's deck, where the ship's responsibility shall cease, at the port of Charleston.

Also, that the steamer is "to discharge the goods as soon as she is ready to unload into hulk \* \* \* or on a wharf at shipper's or consignee's risk and expense after they leave the ship's deck."

Under this contract, the liability of the ship for the safety and security of the goods ceased when the goods were landed on the wharf, the consignee being present and accepting the goods as delivered from the ship's tackle. In the absence of the consignee without notice, where there is a general bill of lading, it is the duty of the master to land the goods at a suitable wharf at a proper time and give the consignee reasonable time after notice to remove the goods. But this doctrine is not applicable to the case at bar, though this is the view urged by the counsel for libellant, and is the view taken by the court below. We must determine this case on the principles applying where the consignee has had due notice, is present in person or by his agent during the delivery, and is engaged in receiving the goods. There is no usage shown as to the delivery of goods at the port of Charleston to change the general rule as to the responsibility of the carrier.

The reason of the difference in the degree of liability of the carrier for the safety of the goods, after their landing from the ship, where the consignee is present, receiving them, and where he is absent at the time of discharge, is that in the former case he has an opportunity, if the goods are not being delivered at a proper place and time and in a proper manner, to object to the delivery. In the latter case he has not that opportunity, and the general maritime usage extends the responsibility of the carrier, as to the protection of the property, after it passes from the ship's deck to the wharf. Contracts of affreightment, in effect the same as that made in this case, have been construed in a number of decisions. The *Santee*, 7 Blatchford, 186, Fed. Cases No. 12330, is a case frequently cited in admiralty decisions, and quoted by text writers on the law of carriers. The law as expressed in that decision is thus stated in Hutchinson on Carriers, 2d Edition, 430, note; The *Santee*, Fed. Cases, No. 12330. 5 Myer's Federal Decisions, 407;