

necessary for identification as furnished in writing by the shipper, the number of packages or pieces, or the quantity or the weight, as the case may be, and the apparent order and condition of the goods as delivered to or received by such owner, charterer, master or agent; and such bill of lading shall be *primâ facie* evidence of the receipt of the goods as therein described.

This is substantially the same as the Harter Act, the words "or pieces" were added to satisfy the lumber trade.

VI. DELIVERY IN CASE OF WOOD GOODS.—SEC. 10.

This is provided for by the following section:—

10. In case of wood goods, notwithstanding anything in the charter party, bill of lading, or other shipping document, the owner, charterer, master, or agent of the ship, or the ship itself, shall only be bound to deliver to the consignee, the pieces received from the shipper, and shall not be held responsible for deficiency in measurement; and any words inserted in any charter party, bill of lading or other shipping document for the purpose of making the owner, charterer, master or agent of the ship, or the ship itself, liable for deficiency in measurement in such case shall be illegal, null and void and of no effect.

This section was inserted at the request of the steamship owners, ostensibly for the purpose of avoiding complications resulting from difficulty in tallying lumber by measure and by marks.

VII. NOTICE OF ARRIVAL OF SHIP.—SEC. 11.

This is provided for as follows:—

11. When a ship arrives at a port where goods carried by the ship are to be delivered, the owner, charterer, master or agent of the ship shall forthwith give such notice as is customary at the port, to the consignees of goods to be delivered there, that the ship has arrived.

This section is not found in the Harter Act. It creates no new obligation, inasmuch as the notice required is such as is