

(9) That when the vessel struck the ground she lost her way, and became fast; that the steam pilot-boat Jennie Wilson, belonging to the entire pilot association, ran down to her, and attempted to pull her off, but failed.

(10) That, after the vessel struck, the wind (continuing from east to south-east) increased somewhat in violence, sufficient to cause combing and breakers on the western bank of the western channel, where the vessel lay, and the waves broke over the vessel's decks.

(11) That, shortly after the vessel struck, the master ordered off a portion of the fore-hatch, and shortly afterwards left the vessel; that the master's reason, as assigned by him, for opening the fore-hatch, was an alleged apprehension on his part that the vessel might open her seams, take in water, and by the compression of the air burst her decks; that the result of opening the fore-hatch was that the sea breaking over the vessel ran over the combing of the hatch into the hold, and filled the vessel with water.

(12) That while the master left the vessel, shortly after she struck, the pilot John Nichols remained on board all night, and that before morning the vessel was full of water, and the vessel became a total wreck.

(13) That no pilotage dues for piloting the brig were ever collected or distributed to the pilots' association, and that the defendant John Ervine received no manner of benefit from the pilotage of the Helen H. Monroe.

(14) That in his attempt to pilot the brig into the port of New Orleans, the said pilot, John Nichols, exercised his best judgment, skill, and discretion in directing and piloting the vessel, and that the said vessel went aground, and the said vessel and cargo became a total wreck, by reason of the narrow channel of the jetties, the rapidity of the current therein, the fault of the vessel in not answering her helm, combined with the exercise of mistaken judgment of the pilot John Nichols in allowing the mainsail to be lowered, and to that extent the said vessel and cargo became a total wreck by a peril of the sea.

(15) That the master was part owner of the said brig, and that his interests in the freight money and cargo were insured, and the said brig and cargo were insured for the owners, and all the said insurance has been paid by the insurers as a total loss by a peril of the sea.

(16) That the value of the said brig was \$12,000, the freight was worth \$2,200, and the cargo was worth \$2,500.

And the court does find as conclusions of law, as follows:

(1) That the said Association of Branch Pilots did not and does not constitute what is known in Louisiana as a commercial partnership, in which the partners are liable *in solido*.

(2) That the said association is not an insurer of the experience, skill, judgment, or conduct of any of its members, and therefore, when without fault itself, it is not liable for the negligence, want of skill, or faults of any Branch Pilot belonging to the association, resulting in

damage to any vessel that such pilot may undertake to pilot into the Mississippi river from the sea.

(3) That said John Nichols, having, in piloting the said brig, used his best skill and judgment, is not liable for the loss of the said brig and cargo, although the result shows that his best judgment was wrong.

(4) That the libel ought to be dismissed.

THE JAMES T. EASTON.¹

THE AMERICAN EAGLE.

DOTY *v.* THE JAMES T. EASTON and another.

(*District Court, S. D. New York. April 23, 1886.*)

COLLISION—TUGS AND TOWS—HELPLESS SITUATION—UNWARRANTED SUPPOSITION BY PILOT—HIGH WIND.

While the tug Easton lay about 400 feet off Pier 3, East river, between two canal-boats, which she was about to take in tow, but which were not yet fastened to her, the tug American Eagle came around the Battery, and her pilot, seeing the position of the Easton, supposed that she was about to move ahead, and consequently did not check his speed till his tow collided with libelant's boat, on the starboard side of the Easton. The Eagle's engines were reversed, but the high wind prevailing at the time drove her tow again upon libelant's boat, whereby the latter was sunk. *Held*, that the collision was due to the inattention and fault of the pilot of the Eagle in not keeping out of the way of the Easton, and the unwarrantable supposition that the Easton was ready to move on; *also*, that the Easton was in no fault, as she was where she had a right to be, and was pursuing the customary course, and because her situation rendered her practically helpless.

In Admiralty.

T. C. Campbell, for libelant.

Owen & Gray, for the James T. Easton.

Carpenter & Mosher, for the American Eagle.

BROWN, J. Between 6 and 7 o'clock on the morning of the twenty-fifth of October, 1884, the steam-tug James T. Easton took two canal-boats from the end of Pier 3, East river, out into the stream, for the purpose of towing them to Newtown creek. The tide was slack at the last of the ebb; and the tug, having in the customary manner first backed out with the boats, until about 400 feet from the end of the pier, as I find from the proofs, there stopped, and turned the boats around so as to head towards the Brooklyn shore. She then went in between the two, in order to fasten the libelant's boat upon her starboard side and the other upon her port side. While in this

¹Reported by Edward G. Benedict, Esq., of the New York bar.