

## THE CITY OF MEXICO. (TIFT, intervening, etc.)

*(District Court, D. Florida. April 19, 1886.)*

## SHIPS AND SHIPPING—PROVISIONS FURNISHED TO VESSEL HELD FOR PIRACY.

Expenses for provisions provided passengers and crew detained on board a vessel under seizure, after arrival in port, and before service of attachment under libel for forfeiture, allowed against the vessel.

## Forfeiture.

*W. C. Maloney*, for petitioner.

*G. B. Patterson* and *W. W. McFarland*, for claimant.

*L. W. Bethel*, for the United States.

LOCKE, J. When this vessel arrived in port there were on board over 60 passengers, and crew, but the stores and provisions had been entirely exhausted. The crew were performing their regular duties on board, and the passengers were charged with being engaged in an illegal and criminal voyage, which justified their detention; and there was no one present at that time competent or authorized to order the discharge of either, and, had there been, the vessel's being placed in quarantine would have prevented them from leaving the ship. Under these circumstances, Lieut. Elliott, United States naval officer in charge, made arrangements with the petitioner for supplying such provisions as were necessary, and this petition has been filed to obtain payment.

In defense it is urged that the indebtedness was incurred, not by the authority of the owners of the vessel, but by the officers, after a seizure, and while she was in custody of the government; that no advantage came to the owners, nor was the vessel bound to provide the passengers with provisions after their arrival in port; that they were unreasonably detained on board, and it should not be at the expense of the ship.

These bills were incurred before there had been an opportunity for attachment by the marshal under a warrant, and were rendered necessary by the peculiar circumstances. Any other course than that pursued would have been objectionable. The circumstances of her seizure justified the detention of those on board until the law officers of the government could have an opportunity to inquire into the facts of the case. The relations existing between the vessel and those on board were such as should make her responsible for their subsistence as long as they remained on board, regardless of the question as to who had charge of her. The position of the passengers on board was different from that of ordinary passengers who had taken passage from port to port, and whose voyage had terminated. The vessel had been placed at the disposal of Gen. Delgado, in whose employment and pay the rest all seem to have been, and she, and the owners through

her, must be held to be responsible for the payment of any expenses on their account. This, as well as the amount of wages, is an expense which has been properly incurred on account of the seizure, and the final payment of which must depend upon the determination of the question of forfeiture.

Let judgment be entered for the amount proven.

### THE ALGIERS.<sup>1</sup>

(Circuit Court, E. D. Pennsylvania. April 15, 1886.)

#### **COLLISION—NEGLIGENCE.**

The steamer *Algiers* and the schooner *William J. White* were sailing on convergent courses. The steamer's was N. N. E.; the schooner's N. W., or somewhat to the northward of that. The steamer's head-light and signal lights were set, and burning brightly. The officers and seamen were on the lookout and watchful. The schooner's side lights were burning brightly, but were set in the curve of her bow, and did not throw her light abaft the beam. Her binnacle was on the top of the cabin, and a white light therein was visible, within an arc of 22 deg. 3 min. to a vessel off her port quarter. The first mate and two seamen were on duty, one of them at the lookout. The schooner's side lights were seen by no one on board the steamer. A white one, however, was seen. The steamer's lights were seen by those on the schooner for a long time before the collision, but no precautions were taken to attract her attention. A torch kept for that very purpose was not lighted. The schooner was not noticed until too late to avoid a collision. Held that, having proved vigilance, negligence could not be inferred from failure to see a light, and that the schooner was in positive fault in failing to light and exhibit the torch, as the law required her to do, when she knew the steamer was approaching on a course which crossed her own.

In Admiralty.

*S. M. Thomas, H. R. Edmunds, and J. Warren Coulston*, for libellant.

*M. P. Henry and Edward McCarty*, for the Providence Washington Ins. Co.

*Curtis Tilton and Henry Flanders*, for respondent.

**MCKENNAN, J.** The following facts are found as the result of the evidence:

(1) Shortly after midnight on the morning of the nineteenth of November, 1882, off the capes of the Delaware, and from 20 to 30 miles south-eastwardly from the Five Fathom Bank light-ship, a collision occurred between the schooner *William J. White* and the steam-ship *Algiers*, by which the schooner was sunk, and the vessel and cargo were a total loss.

(2) The night was dark, the moon had set, the sky was overcast, so that the stars could not be seen, and the wind was about N. N. E.

(3) The steamer was pursuing her voyage from New Orleans to New York at the rate of eight knots an hour, steering a course N. N. E., with the wind

<sup>1</sup>Reported by C. B. Taylor, Esq., of the Philadelphia bar.