

as being too remote. The doctrine, however, is too well settled to admit of controversy, that a carrier by land or water is responsible for the safe custody and due transportation of the goods which he contracts to carry. *The Commerce*, 1 Black, 582. In this case the barge was liable for the damage done to the cargo by the fault of the tug. The barge, valued at \$150, was a co-insurer with the insurance company of the cargo, and liable for its proportion of the loss, and was compelled to pay this item in consequence of the willful abandonment on the part of the tug by which the former was exposed to the running ice, and sunk, and the cargo damaged. The charge, therefore, is not remote, but almost immediate and direct.

The exceptions are therefore overruled, and a decree will be entered for the libelants for the amount found by the commissioner, with costs.

GUIMARAIS' APPEAL.¹

CARACO'S APPEAL.

(*Circuit Court, E. D. Pennsylvania. April 22, 1886.*)

ADMIRALTY—APPEAL—EVIDENCE.

When, on an appeal, the questions involved are exclusively questions of fact, dependent upon conflicting testimony, the court will not discuss the evidence to enforce its views with reference to its weight and credibility.

In Admiralty.

John G. Johnson, for libelant and appellant.

Charles Gibbons, for respondent and appellant.

MCKENNAN, J. As the sum in controversy in each of these cases does not appear, by the record, to entitle either of the parties to an appeal, it is unnecessary for this court to make a detailed finding of facts; and as the questions involved in the cases are exclusively questions of fact, dependent upon conflicting testimony, it would not be profitable to discuss the evidence to enforce the views of the court in reference to its weight and credibility. It is sufficient to say that no error is discovered in the conclusions of the district court upon it, and the decree of that court, in each case, is affirmed, with costs.

¹ Reported by C. B. Taylor, Esq., of the Philadelphia bar.

SAGINAW GAS-LIGHT CO. v. CITY OF SAGINAW and another.

(Circuit Court, E. D. Michigan. September 7, 1886.)

1. CIRCUIT COURT—JURISDICTION—CITIZENSHIP.

Circuit courts can acquire no jurisdiction by reason of citizenship, unless all the plaintiffs are citizens of different states from all or any of the defendants.

2. SAME—FEDERAL QUESTION.

Where two corporations, chartered under a state law, hold conflicting grants from a municipality, which was also chartered by the legislature, a case is presented "arising under the constitution or laws of the United States," of which the circuit court has original jurisdiction, independent of the citizenship of the parties.¹

3. GAS COMPANIES — MUNICIPAL ORDINANCE — EXCLUSIVE RIGHT TO LIGHT STREETS.

Authority "to cause the streets of a city to be lighted," and to make "reasonable regulations" with reference thereto, does not empower the city government to grant to one company the exclusive right to furnish gas for 30 years.

4. SAME — CONTRACT WITH ANOTHER COMPANY TO LIGHT STREETS WITH ELECTRICITY.

The exclusive right to light a city with gas for 30 years is not legally "impaired" by a subsequent contract with another company to light the streets with electricity.

In Equity. On motion for preliminary injunction.

This was a bill by the Saginaw Gas-light Company to enjoin the city of Saginaw from entering into a contract with an electric light company to light its streets.

The facts of the case were substantially as follows:

On the twenty-second of April, 1868, the common council of the city of Saginaw passed an ordinance, in which, after reciting that it was desirable that the city should be lighted with gas, and that, to induce any company to erect gas-works, lay down gas-pipes, and furnish a supply of gas, it was necessary to grant to such company certain exclusive rights and privileges, it was enacted "that the exclusive right and privilege of erecting, maintaining, and continuing and operating gas-works within said city, * * * and the exclusive right and privilege of manufacturing gas in said city for sale for lights, and of selling the same, and of supplying the inhabitants of said city, etc., be, and is hereby, granted to" four individuals, (naming them,) for 30 years: provided, that they should, within 30 days after the passage of the ordinance, organize a corporation, file a copy of their articles of association, and their acceptance of the ordinance, and agreements to perform on their part, according to the terms and conditions thereof, to supply gas for lights; to erect, within one year and six months, permanent and sufficient gas-works in said city; to lay down in the streets thereof at least 9,000 feet of main pipe; and to supply, and to continue to supply, gas to all persons along the line of said main pipe who should require it, and conform to the rules of the company, and pay for the same at the rates provided for in said ordinance.

Within 30 days from the passage of this ordinance the four individuals named as grantees proceeded to organize a gas company, as required by the terms of the ordinance, under the name of the Saginaw Gas-light Company, the plaintiff in this bill. The company was organized, erected gas-works within the time required, and expended somewhat over \$75,000 in laying

¹See note at end of case.