

part of the cargo. The men were sent home by the consul on the steamer *Advance*, a vessel likewise owned by the defendant. Of course, they were not entitled to wages for their services on the *Advance*. The statute made it their duty to work, if able.

The libel must be dismissed, with costs.

THE ELLA WARNER.¹

HASKELL v. THE ELLA WARNER.

(District Court, E. D. New York. October 4, 1886.)

COLLISION—TWO SAILING VESSELS—VESSEL CLOSE-HAULED—VESSEL SAILING FREE—LUFF.

The evidence indicated that the collision in this case was caused by a luff on the part of the schooner *E.*, when it was her duty to hold her course, being close-hauled, and meeting the vessel *E. W.* sailing free. It not being shown that her luffing was necessary to avoid immediate collision, *held*, that the luff was a fault, and the *E.* solely liable for the collision.

In Admiralty.

Goodrich, Deady & Goodrich, for libelant.

Pritchard, Smith & Dougherty, for claimant.

BENEDICT, J. The immediate cause of the collision was a luff on the part of the schooner *Eloise*, when it was her duty to hold her course, being close-hauled, and meeting a vessel going free. Her master claims that his luff was made when the *Ella Warner*, displaying a green light, was crossing his bow, so near that his schooner would have struck the starboard quarter of the *Ella Warner* if he had not luffed; but the conceded fact that the *Ella Warner*, while luffing, struck the *Eloise* at her starboard fore-rigging, shows to me that the *Ella Warner* could not have been crossing the bows of the *Eloise* in the manner described by the captain of the *Eloise* at the time of the luffing by the *Eloise*. It seems to me that the *Eloise* has failed to show that her luffing was necessary to avoid immediate collision. Such being the case, her luff was a fault. It is entirely plain that, if the *Eloise* had held her course, there would have been no collision. The cause of the collision was her fault in luffing when she did. No fault is proved against the *Ella Warner*. She took all precautions to see the *Eloise*, and the *Eloise* was seen in time to avoid her by luffing. The *Ella Warner* was luffed as soon as the *Eloise* was seen, and that luffing would have avoided collision if the *Eloise* had held her course.

The libel must be dismissed, with costs.

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

WILSON v. WINCHESTER.¹*(District Court, E. D. New York. October 22, 1886.)*

SALVAGE—FIRE—SCHOONER AT PIER—HAULED INTO STREAM—AWARD—ADDITIONAL COSTS.

A fire broke out in oil-works not far from the pier where the respondent's steam-schooner lay loaded with case-oil. Libelant's tug took hold of her, and drew her out into the stream. *Held*, that the service was a salvage service, for which libelant should recover \$200, besides \$25 added to his taxable costs.

In Admiralty.

Alexander & Ash, for libelant.

Benedict, Taft & Benedict, for respondents.

BENEDICT, J. The service rendered by the libelant was clearly a salvage service, entitled to be compensated as such. The bill of \$200, presented by the libelant for his services, was, in my opinion, a reasonable bill, under the circumstances, and should have been paid. I award the libelant, therefore, that sum as his salvage reward. For that sum, together with his costs, he may have a decree, and I add \$25 to the taxable costs, in order to reduce by so much the libelant's expenses of the litigation made necessary by the defendants' refusal to pay the libelant's reasonable bill.

 THE SWALLOW.²

ALLEN and another v. SEVEN HUNDRED AND EIGHTY-FIVE TONS OF COAL.

(Circuit Court, E. D. New York. June 17, 1886.)

DEMURRAGE—DESIGNATION OF WHARF—IMPROPER PLACE.

The decision of the district court in the same case (27 Fed. Rep. 316) affirmed.

Admiralty Appeal.

Wilcox, Adams & Macklin, for appellee, Mary E. Allen.

Souther & Steadman, for appellants.

BLATCHFORD, Justice. I have reached, in this case, the same conclusions with the district judge, and for the reasons set forth by him. 27 Fed. Rep. 316. A decree will be entered to the same purport as that made by the district court on the fifth of April, 1886, with costs to the libelants in this court.

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

² Reported by R. D. & Wyllys Benedict, Esqs., of the New York bar.