

exchange of whistles, that the Garfield reversed. Both were to blame for their persistence in contrary maneuvering, and for the long-continued sheer of both from about the same moment till they came into collision. The libellant is entitled to a decree against both, with costs.

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THE MINA A. READ.<sup>1</sup>

CAMP and others v. THE MINA A. READ, etc.

(District Court, E. D. New York. February 21, 1887.)

**COLLISION—DAMAGE—DETENTION BY ICE WHILE WAITING FOR DRY-DOCK.**

Libellant's vessel, after having been damaged by collision, proceeded to a dry-dock for repairs. While awaiting her turn at the dock, she became surrounded by ice, so that when the dock was clear she could not get to it, and in this way some days were lost. *Held*, that this time lost should not be charged against the colliding vessel as part of libellant's damage.

*Edward H. Hobbs*, for libellants.  
*Carpenter & Mosher*, for claimant.

BENEDICT, J. The libellant's vessel having been damaged by collision, he was obliged to return to New York. When the vessel came in she went to a berth along-side a dry-dock in Jersey City, and a contract was made with the dock-owner to raise her, with her cargo in her. At the time of her arrival the dock was occupied by another vessel, and the libellant's vessel waited for the dock to be clear. While waiting, as the libellant says, she became surrounded by ice, so that when the dock was clear she could not get to the dock. In this way some days were lost, and the question now raised is whether this time lost must be paid for by the colliding vessel, as part of the damage caused by the collision. In my opinion, this detention is not a part of the damage caused by the collision, but was caused by the misfortune which befell the libellant's vessel while waiting for the dock. He selected his place of repairs, and his place to lie until the dock should be clear. While so lying he was subjected to certain risks. He became liable to be further damaged—sunk, perhaps—by some other vessel, and, as it now appears, to be hemmed in by ice, and so delayed. But for none of these things could he recover of the other colliding vessel. The delay he suffered was caused by ice, and not by the colliding vessel.

The exceptions are overruled.

<sup>1</sup>Reported by Edward G. Benedict, Esq., of the New York bar.

## THE VIGILANT.

## STOCKER v. THE VIGILANT and others.

(District Court, S. D. New York. March 4, 1887.)

## 1. SEAMEN—LEG BROKEN—MEDICAL ATTENDANCE—DUTY OF MASTER.

It is the duty of a master to procure any medical attendance that may be available, at ports where the vessel touches, for the benefit of seamen injured, where there is reasonable evidence of a necessity for it.

## 2. SAME—THE CASE—DAMAGES.

The libelant's leg having been broken 12 days before arrival at St. Helena, the master did not call in medical aid, because he did not believe the seaman's leg was broken, and thought him shamming, notwithstanding the seaman's persistence that his leg was broken, and various circumstances indicating serious difficulty. The leg might there have been properly set. Upon arrival at New York, it was found grown together in so bad a position as permanently to disable his limb for seaman's duties. Five hundred dollars damages were allowed.

In Admiralty.

*Wilcox, Adams & Macklin*, for libelant.

*Owen & Gray*, for claimants.

BROWN, J. I cannot doubt, in this case, that the libelant's leg was broken by his first fall. The vessel, within 16 days, was at St. Helena, where it cannot be doubted that proper medical attendance could have been procured. The libelant had constantly told the captain that his leg was broken. The captain noticed symptoms that he could not understand, but was skeptical because the patient could move his toe. Many circumstances testified to should have satisfied the master that this seaman's leg was broken, and that he was not shamming. Through the want of proper attention the libelant's limb has been seriously injured, and cannot recover the strength it would have had if properly treated. He will be unable to perform a seaman's duties, or other work trying to the limbs. The circumstances appear to me to be such as clearly made it the master's duty to afford the seaman medical attention at St. Helena, where the difficulty could have been largely remedied.

I must allow the libelant the sum of \$500, which is as moderate an amount as I feel justified in awarding, considering the life-long impairment of the seaman's limb; and notwithstanding the fact that his second fall, apparently by his own want of care, undoubtedly aggravated the injury. Had I not been entirely satisfied of the master's good faith in his conduct, as well as of his intent to treat the seaman kindly and justly, I should have felt bound to add considerably to the sum above named. In consideration of all the circumstances, I think the above sum a just allowance.