

ceeding to the Garfield, and at once, by the fire telegraph, notified the fire department, so that an engine was at once on its way to the fire, would have reached the Garfield a few moments after the Tebo reached her, and would, as I think it may fairly be inferred, have promptly extinguished the fire, requires the conclusion that the Garfield was not in danger of total destruction. But it may be also fairly inferred from the evidence that the Garfield's upper works would have been burnt, and her engine perhaps injured, if the Tebo had not reached her when she did. That loss was saved by the exertions of the Tebo.

The claimants have made no tender, and the extent of the offer was \$25. This was much too small, in my opinion. As I view the case, \$300 should be awarded, and will be a liberal reward for the services of the Tebo. For that sum, with costs, the libelant may have a decree.

THE ROSE.¹

VIEROW and others v. THE ROSE and Her Cargo of Cotton.

(District Court, E. D. New York. June 15, 1887.)

SALVAGE—TOWING LIGHTER—BURNING PIER—TENDER.

The libelant's tug towed the lighter R., laden with cotton, from the vicinity of the Morgan Line pier, which was on fire, to a place of safety. Claimant, admitting that the service was a salvage service, offered to pay \$140, together with costs after the action had been begun. *Held*, that the offer was a liberal one, and should have been accepted; that libelant should have a decree for \$140 and taxable costs up to the time of filing the answer, less the taxable costs which accrued after the answer was filed.

In Admiralty.

Anson B. Stewart, for libelants.

Julian B. Shope, for claimants.

BENEDICT, J. The only question presented to me for decision in this case is in regard to the amount proper to be awarded to the owner and crew of the tug Reindeer, for salvage services rendered to a cargo of cotton laden on board the lighter Rose. The lighter was lying in a slip in the North river, the pier on the lower side of which was the pier of the Morgan Line, which was on fire. The services consisted in towing the lighter, with her cargo of cotton, from this slip to a place remote from the fire.

The claimants have conceded that the services were salvage services, and offered to pay \$140 as salvage compensation. This offer was repeated after the action was commenced, and accompanied with an offer to pay the costs of the action up to that time. By stipulation, the offer is to be regarded as a legal tender, accompanied with a payment into court at the filing of the answer.

In my opinion the offer of \$140 was a liberal one, and should have been accepted. The proof will not warrant an award exceeding that sum. Let the libelant have a decree against the cargo for \$140 and the taxable costs up to the time of the filing of the answer, less the taxable costs of the claimant which have accrued since the answer was filed.

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

LAMONT v. GRAND LODGE IOWA LEGION OF HONOR and another.

(Circuit Court, N. D. Iowa, E. D. June 20, 1887.)

1. MUTUAL BENEFIT ASSOCIATIONS—BENEFICIARY CERTIFICATE—SUBSTITUTION OF BENEFICIARY.

The beneficiary named in the certificate of a mutual benefit association does not acquire such a vested interest as will prevent the substitution of a new beneficiary, at the option of the holder of the certificate, where the constitution of the association provides "that any member holding a beneficiary certificate, desiring at any time to make a new direction as to its payment, may do so by authorizing such a change in writing," etc.¹

2. SAME—SELECTION OF BENEFICIARY—MEMBER OF FAMILY.

A provision in the constitution of such association, declaring that the object of the "order" is to "afford financial aid and benefit to the widows, orphans, and heirs or devisees of the deceased members of the order," will not necessarily restrict the holder of a certificate to the selection of a beneficiary from among the members of his own family.¹

3. SAME—INSURABLE INTEREST—WAGERING CONTRACT.

In such case, the voluntary selection of a new beneficiary, who has no insurable interest in the life of the holder of the certificate, does not render the transaction void as a wagering contract, where there is no evidence from which it can be inferred that the parties intended it as such.²

In Equity. Bill and cross-bill.

James A. Reed and Charles Ogden, for complainants.

Wright, Baldwin & Haldane, for Emily R. Graft.

SHIRAS, J. On the seventh day of April, 1883, J. P. Heulett became a member of the organization known as the "Iowa Legion of Honor;" a certificate of membership being issued to him, reciting that, as member of the Garfield Lodge No. 126, he was "entitled to all the rights and privileges of membership in the Iowa Legion of Honor, and to participate in the beneficiary fund of the order to the amount of two thousand dollars, which sum shall, at his death, be paid to his daughter Mary H. Heulett Lamont." In the constitution of the order it is declared that the business and object of this order are to promote fraternity, and to afford financial aid and benefit to the widows, orphans, and heirs or devisees of the deceased members of the order. Article 1, § 2. By article 7, § 1, it is provided that, "upon the death of a member in good standing of this order, such person or persons as said member may have directed, subject to the limitations of article 1, § 2, of this grand lodge, shall be entitled to receive of the beneficiary fund of this order the sum of two thousand dollars: provided," etc. And by article 8, § 11, that "any member holding a beneficiary certificate, desiring at any time to make a new direction as to its payment, may do so by authorizing such a change in writing on the back of such certificate, in the form pre-

¹See note at end of case.

²Respecting the rights of strangers in life insurance policies, see *Lamont v. Hotel Men's Mut. Ben. Ass'n*, 30 Fed. Rep. 817; *Batdorf v. Fehler*, (Pa.) 9 Atl. Rep. 468; *Shugar v. Garman*, (Pa.) 4 Atl. Rep. 60; *Ruth v. Katterman*, (Pa.) 3 Atl. Rep. 835, and note; *Price v. Supreme Lodge K. of H.*, (Tex.) 4 S. W. Rep. 633.