

of the Russell had repeatedly shouted to the Potter to keep off. Nobody seemed to pay attention to this call, and, having held upon her starboard tack for some time after the shouting began, the Russell starboarded. The change of course resulting from this maneuver became manifest to the two lookouts on her bow when the vessels were about 100 feet apart, or, as one of them says, a vessel's length, and as her bow swung around the jib-boom grazed the stay. Assuming that the witnesses for the Russell gave their evidence in such a manner as to impress the court with a sense of their honesty and credibility, there is nothing in the narrative of the occurrence, as it may be drawn from their statements, considered as a whole, which demonstrates the absurdity of such narrative. The new evidence introduced by the appellants is that of the master of the Potter. He testifies that the Russell was keeping off, and was swinging off very fast while still about eight or ten vessel lengths ahead of him. This witness, however, testified in the district court that he gave the Russell the right of way by putting his wheel to port when more than a mile off. Having seen him, and heard his testimony, the district judge reached the conclusion that the accident was occasioned by the negligence of the officers of the Potter in not keeping off and away from the Russell, and in not yielding to her the right of way. With such an indication as to the weight accorded to his statements by the district judge before whom he appeared, this court, which has neither seen nor heard him, will not reverse the decision below upon his brief additional statement; a statement in flat contradiction with the story told by all the Russell's witnesses.

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UNION INS. CO. OF PHILADELPHIA *v.* THE BRIDGEPORT and THE WILLIAM BURROWS.<sup>1</sup>

POTTS *et al.* *v.* SAME.

POTTS *v.* SAME.

(District Court, E. D. New York. May 31, 1887.)

1. COLLISION—SIGNAL—HELL GATE.

It is no fault in a steam-boat bound west through Hell Gate on a flood-tide to take the east channel, after giving one signal to a tow coming up through that channel.

2. SAME.

A tug, going with a tow, by night, through the east channel of Hell Gate towards the Sound on a flood-tide, answered the one signal of an approaching steam-boat with one whistle. But, assuming that the steam-boat intended to go around by the west channel, the tug did not keep to the starboard side of the east channel, and the steam-boat, turning into that channel, struck and sunk one of the boats of the tow. *Held*, that the failure of the tug to go to the starboard side of the channel after her one whistle was the fault which caused the collision.

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

In Admiralty.

Libels by the insurance company, which had paid the loss on the canal-boat sunk through the collision in this case, and by the owners of the cargo on board of her, against the steam-boat Bridgeport, for negligence causing the said collision. The tug was made a party defendant by the steam-boat, under the fifty-ninth admiralty rule.

*Carpenter & Mosher*, for Union Insurance Company.

*Sydney Chubb*, for Potts.

*Benedict, Taft & Benedict*, for the Bridgeport.

*E. G. Davis*, for the William Burrows.

BENEDICT, J. It is proved that, for a vessel bound to the westward through the Gate, two courses are open on reaching the Hog's Back. One is to keep on and pass through the main ship channel by Mill rock, the other to turn sharp and pass between Flood rock and the Long Island shore. The single whistle which the Bridgeport gave the tow, therefore, was not notice to the tug that it was the intention of the steam-boat to take the main ship channel, but only that the steam-boat intended to pass the tug on the tug's port side. It was no fault, therefore, for the Bridgeport to take the east channel; and the assumption of the master of the tug that the Bridgeport would take the main channel, was not justified. The course pursued by the Bridgeport after she turned to take the east channel was proper, for she kept a course that would carry her as close to Flood rock as she could safely go. The course of the tug, stated in her pleadings, is bearing over to the starboard from the time she replied to the whistle of the Bridgeport; and the pleadings assume that it was her duty to do this, but it is quite evident that this duty was not discharged. The fact, no doubt, was that the pilot of the tug, assuming, as he says he did, that the Bridgeport would take the ship's channel, did not port his helm until he saw the Bridgeport entering the east channel; then it was that he put his helm hard a-port, but then it was too late. The omission on the part of the tug to put her helm to port, and work over to east, upon replying to the Bridgeport's signal, as could have been done, was a fault, and the fault which caused the collision. The decree must therefore be that in the case of the *Union Insurance Company of Philadelphia*, *Libelant*, and also in the case of *Fredrick Potts et al.*, *Libelants*, the libelants recover their damages of the tug William Burrows, and the libels as against the steam-boat Bridgeport be dismissed, with costs.

UNION INS. CO. OF PHILADELPHIA *v.* THE BRIDGEPORT AND THE  
WILLIAM BURROWS.

POTTS *et al.* *v.* SAME.

(*Circuit Court, E. D. New York. July 5, 1888.*)

In Admiralty. On appeal from district court, *ante*, 222.

*Sydney Chubb*, for Potts.

*Carpenter & Mosher*, for the insurance company.

*Benedict, Taft & Benedict*, for the Bridgeport.

*Edwin G. Davis*, for the Burrows.

BLATCHFORD, Justice. I concur with the district judge in his views and conclusions in his decision in these cases. In the first-entitled case let there be a decree for the libelant for \$700, with interest from December 24, 1883, and its costs in the district court, taxed at \$71.24, and its costs in this court, to be taxed, against the steam-tug; and a decree dismissing the libel as against the steam-boat, with costs to her claimant in the district court, against the libelant, taxed at \$48.03, and its costs in this court, against the libelant, to be taxed. In the second-entitled case, let there be a decree for the libelants for \$469.05, with interest from October 1, 1883, and their costs in the district court, taxed at \$76.13, and their costs in this court, to be taxed, against the steam-tug; and a decree dismissing the libel as against the steam-boat, with costs to her claimant, in the district court, against the libelants, taxed at \$57.11, and its costs in this court, against the libelants, to be taxed.