

the stevedore. But the service rendered after the stevedore left was under a contract with the master, and was performed on the credit of the schooner. The libelant is entitled to a decree for the amount of his wages, 41 hours, at 40 cents an hour, \$16.40, with costs.

THE WILLIAM A. TAYLOR.¹

BARTLEY *et al.* v. THE WILLIAM A. TAYLOR.

(District Court, E. D. New York. July 15, 1891.)

SALVAGE—VESSEL ADRIPT IN NEW YORK HARBOR.

A canal-boat got adrift from her tow off pier 6, North river, in a dense fog, and began to drift with the ebb-tide. No one was aboard of her. A tug discovered her, and had begun to tow her, when the helper of the tow came up, and directed her to be returned to the tow off pier 6, which was done without difficulty, the fog having lifted. The value of the boat, cargo, and freight was \$1,834.50. *Held*, that the service was a salvage service, but of no great merit, and \$100 was sufficient compensation.

In Admiralty. Suit to recover salvage compensation.

Peter S. Carter, for libelants.

Hyland & Zabriskie, for claimants.

Robinson, Bright, Biddle & Ward, for Pennsylvania R. Co. and The John E. Berwind.

Wing, Shoudy & Putnam, for New Jersey & N. Y. Transp. Co.

BENEDICT, J. This is an action to recover salvage compensation for services rendered to the canal-boat William A. Taylor on February 14, 1890, by the tug M. D. Wheeler. It appears that the canal-boat William A. Taylor, loaded with coal, while being towed up the North river, got adrift from the tow in a dense fog, and was drifting down towards Governor's island on the ebb-tide, when the steam-tug M. D. Wheeler, bound on business to Port Amboy, fell in with her. The fog was still dense. The men from the tug boarded the canal-boat, and, finding no one on board, made fast to her, and commenced to tow her. At this time the helper Berwind came along-side, and informed those on board the tug that the canal-boat was a part of a tow then off pier 6, and directed them to take her back to the tow to which she belonged. This was done. By this time the fog had lifted, so that the tow was found without difficulty. The service rendered to this canal-boat involved no risk, and very little labor. It was nevertheless a salvage service, for it was voluntary, and rendered to a vessel in peril; the peril consisting in the fact that no one was on board the canal-boat, and that, if the fog had continued as it was before the Wheeler came, the canal-boat might have drifted ashore, or been run down, without being discovered by any

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

vessel. This peril was not very great, but it was a real peril, and entitles the libellant to salvage compensation. The value of the canal boat was \$600; her freight, \$300; and her cargo, \$934.50. The libellant asks to be paid the sum of \$500. I think \$100 a sufficient salvage compensation, and that sum is allowed, with costs.

THE ELDORADO.¹

STARIN'S CITY, RIVER & HARBOR TRANSP. CO. v. THE ELDORADO AND TWO STEAM-TUGS.

(District Court, E. D. New York. July 17, 1891.)

1. COLLISION—NEW YORK HARBOR—SPEED NEAR PIER LINE.

The steam-ship *Eldorado*, coming in from sea, was proceeding near the New York piers towards her slip, when she collided with a railroad float, moving out from the docks in charge of two tugs. *Held*, that if it were the fact, as the master of the steam-ship testified, that the heavy float moved out 921 feet after he first saw her coming past the end of the lower pier, the inability of the steamer to come to a stop showed that she was moving at too high a rate of speed; if, on the other hand, the evidence for the float was true that it was struck when only one-third of its length outside the pier, it showed that the steam-ship was running too near the piers; and, on either hypothesis, the steamer should be considered in fault.

2. SAME—TOWING OUT OF SLIP—NEGLIGENCE—LOOK-OUT.

The tugs in charge of a railroad float were held in fault for taking the float out of a slip into the North river without first observing whether any boats were approaching along the docks, without giving any warning whistle, and at a time when the fog in the air was such as to induce vessels in the river to run near the docks, by reason of which neglect the float was struck by a steamer which had been coming up stream near the piers, in plain sight.

In Admiralty. Suit to recover damage caused by collision.

Carpenter & Mosher, for libellant.

Chas. H. Tweed, (*Robert D. Benedict*, of counsel,) for the *Eldorado*.

BENEDICT, J. This action is brought by the owner of a float used in transporting railroad cars about the harbor of New York, known as "D. L. & W. No. 5," to recover the sum of \$30,000 as damages caused by a collision between that float and the steam-ship *Eldorado* on the evening of October 23, 1888. The steam-ship *Eldorado*, bound from New Orleans to New York, on the evening of October 23, 1888, arrived in the harbor of New York, in a fog that bid fair to compel her to anchor. In the neighborhood of 5 o'clock in the afternoon, however, the fog lifted so that lights could be seen distinctly, and the steamer proceeded towards her pier at the foot of Charlton street, in the North river. The tide was ebb, and the steam-ship, anxious to reach her pier before night-fall, and to hold the city lights in case the fog should drop again, pressed on up the North river, keeping close to the piers on the New York shore. When she had reached as far up as between pier 18 and pier 20, she encountered

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