

Coxsackie from entering her own slip had she chosen. Her whole after-part was therefore liable to take fire as soon as the mass of flame should pour out from the east end of the falling warehouse, not more than 60 feet distant. The service rendered by the Coxsackie was therefore of the greatest value to the Kaaterskill. She was in extreme danger, and nothing but the help of the Coxsackie, in my judgment, could have saved her from great injury, if not destruction. Though the Coxsackie was a very small boat, of only 77½ tons, worth about \$8,000, she had been employed before to assist the Kaaterskill in moving, and her service in this instance was sufficient for the purpose. The service was, however, short, probably less than half an hour all told, and without danger to the Coxsackie. One circumstance, however, deserves special mention. The master of the ferry-boat, who was a part owner of her, was also the owner of an hotel situated within 75 feet of the burning warehouse and threatened by the fire. Acting upon the selfish motives that are apt to control the conduct of most men under such circumstances, he would, after getting his ferry-boat as soon as possible to the nearest point of safety, have hastened to look after the safety of his hotel, without turning aside to help others. Instead of doing this, he answered the summons of the Kaaterskill, and, after this salvage service, dropped her in the stream as soon as she was safe, and hurried to his hotel, to find it consumed. This conduct belongs to the class of self-sacrificing and heroic actions, and should be compensated as such. The Kaaterskill was worth from \$100,000 to \$140,000. I think \$2,500 will be a moderate and suitable award for the service rendered, of which \$1,200 should be awarded to the master for the reasons above stated, \$1,000 to the owners of the Coxsackie, and \$300 to the other two officers of the Coxsackie, in proportion to their wages, with costs. A decree may be entered accordingly.

THE ANNIE S. COOPER.

UNITED STATES *v.* THE ANNIE S. COOPER.

(District Court, E. D. Louisiana. December 15, 1891.)

SHIPPING REGULATIONS—LIGHTS—TOWING LOG-RAFT.

Rev. St. U. S. § 4233, rule 4, providing that "steam-vessels, when towing other vessels, shall carry two bright white mast-head lights vertically, in addition to their side-lights, so as to distinguish them from other steam-vessels," applies to a steam-tug towing a raft of logs, though such raft may not come strictly within Rev. St. U. S. § 3, declaring that "the word 'vessel' includes every description of water-craft or other artificial contrivance used, or capable of being used, as a means of transportation on water."

In Admiralty. Libel of information against the steam-tug Annie S. Cooper for failure to carry the lights required by law while towing a log-raft. Libel dismissed.

C. S. Rice, for claimant.

Wm. Grant, for the United States.

BILLINGS, J. A libel of information has been filed against this steam-tug for not carrying the lights required by law, viz., rule 7. It is not charged that she had not the lights required by the statute for a steam-tug which had in tow a vessel, viz., rule 4, hereinafter set forth. It is charged that she had in tow a raft of logs, and not a vessel. The question, therefore, is narrowed down to this: Under section 4233 of the Revised Statutes, does rule 4 of that section include a steam-tug towing a raft of logs? That rule is as follows: "Rule 4. Steam-vessels, when towing other vessels, shall carry two bright white mast-head lights vertically, in addition to their side-lights, so as to distinguish them from other steam-vessels." The first question presented is whether, under rule 4, a raft of logs is a vessel. Section 3 of the Revised Statutes (1873) thus describes vessels: "The word 'vessel' includes every description of water-craft or other artificial contrivance used or capable of being used as a means of transportation on water." A raft of logs is a contrivance whereby the logs themselves are kept together, and thus made capable of being transported. They are not the means, and the whole structure is not a means of transporting anything but the things which make up the structure. Therefore a raft of logs might not be strictly a vessel. But, in interpreting a rule, we must look at the reason of the rule. The object of the rule was to require steam-tugs having things in tow to carry certain lights to enable all other vessels to know that they were not steam-vessels without tows. The different light is required of the steam-tug having something in tow to enable all vessels to keep out of the way of the tows. Steam-tugs having rafts in tow are not, by the statute and rules, distinguished from other steam-vessels, unless they are meant to be included within the scope of this rule. Can it make any difference with the danger to other vessels whether the tow is technically a vessel or a raft of logs? Clearly not. The reason of the rule makes it include vessels and rafts of logs, or anything else which steam-tugs are wont to tow. In my opinion, a steam-tug, while towing a raft of logs, as to lights, is governed by rule 4, and not by rule 7. I think, therefore, the exception to the libel is well founded, and should be maintained. Let the libel be dismissed.

MORGAN *et al.* v. EAST TENNESSEE & V. R. Co.

(Circuit Court, N. D. Georgia. March Term, 1888.)

REMOVAL OF CAUSES—CITIZENSHIP OF RAILROAD CORPORATIONS.

When a railroad charter gives the company a right to sell its road within the state to any company incorporated by another state, the purchasing company to have "all the rights and privileges" of the seller, a non-resident company, which purchases the road to form an extension of its line, does not thereby become a resident corporation, so as to take away its right to remove a cause from the state to a federal court.

On Motion to Remand to the state court from which the cause was removed: Motion refused.

W. H. Dabney and *R. T. Fouche*, for the motion.

J. W. H. Underwood, opposed.

McCAY, J. This was a suit commenced in the superior court of Floyd county, Ga., against the Virginia & East Tennessee Railroad Company, and upon the petition of the defendant, claiming that it was a corporation of the state of Tennessee, had been removed to this court for trial. Plaintiff now moves to remand the case, on the ground that the defendant, though a corporation of Tennessee, is also a corporation of Georgia, and that this court has no jurisdiction of the controversy, since the parties are all citizens of Georgia. The question turns upon the following facts: The defendant was incorporated by the legislature of Tennessee, with authority to build and operate a railroad from Cleveland, Tenn., to the Georgia line, and to extend its road to Dalton, Ga., by consent of the Georgia authorities. By various acts of the legislature of Georgia this privilege was granted, and the road built, but no expressed corporate rights in Georgia were by these acts conferred. The company got the right to extend and operate its road to Dalton on certain conditions, and, so far as this extension of the original road to Dalton is concerned, the right of the company has always been so treated. In 1874 or 1875 a railroad extending from Dalton, Ga., to Selma, Ala., known as the "Selma, Rome & Dalton Railroad," was sold under due process of law for the benefit of its creditors, and was bought by certain persons, who afterwards, so far as that portion of the road lying in Georgia is concerned, were incorporated under the name of the "Southern Railroad Company of Georgia." One of the provisions of this charter was as follows:

"Sec. 6. That the said company shall have power to lease or sell their property within the state of Georgia to any other railroad company within the state of Georgia, and also to such railroad companies of other states as, by the laws of such state, may be so authorized, and upon such terms as may be agreed upon by the board of directors and approved by a majority in interest of the stockholders of this company; and the said company so leasing or buying shall have and possess all the rights and privileges of this company."

Under this section of the charter the company sold that part of the Selma, Rome & Dalton Railroad lying in Georgia to the East Tennessee