

the basis of settlement adopted by them was, in their opinion, just and fair to the men; and their opinions derive much support from the fact that the crews of a large part of the whalers have reshipped for the next season on an agreed basis, of settlement of \$1.25 per lb. for bone if the catch amounts to 200 whales or over, and \$1.50 if the catch is less than 200 whales. Twenty cents is to be allowed for oil, without reference to catch. The number of whales taken during the last season was 345. The men have been settled with on the same basis as that mutually agreed for next year, if the catch is over 200 whales.

I find no reason for disturbing the settlement made, on the ground that the men have not been fairly dealt by.

THE SARAH CULLEN.

KNICKERBOCKER STEAM TOWAGE CO. v. THE SARAH CULLEN.

(Circuit Court of Appeals, Second Circuit. November 7, 1891.)

MARITIME LIEN—TOWAGE—CREDIT OF THIRD PERSON.

Libelant rendered towage service to a vessel without express employment by her master, or agreement to pay. Libelant was afterwards informed that the R. Ice Company was to pay for the towage, and thereafter, for the above and subsequent towage services, rendered bills to such ice company, which were paid in part. No notice was given to the vessel owner that the ship was expected to pay for the towage until the failure of the ice company, six months after the first voyage. *Held*, that the service was not rendered on the credit of the vessel, but on the credit of the charterer. 45 Fed. Rep. 511, affirmed.

Appeal from the Circuit Court of the United States for the Southern District of New York.

In Admiralty. Libel for towage by the Knickerbocker Steam Towage Company against the schooner Sarah Cullen. A decree dismissing the libel was affirmed by the circuit court, and libelant appeals. Affirmed.

It appeared that the schooner was at the time under charter to the Knickerbocker Ice Company, which had agreed to pay for all towages in the Kennebec river. Previous to the rendering of the towage sued for, the libelant had rendered other towage services to the schooner, the bills for which had been paid by the Ridgewood Ice Company. No notice was given the master or owners of the vessel that they were expected to pay these towage bills until after the failure of the Ridgewood Ice Company, and the claimants contended that the services were not rendered on the credit of the vessel, but at the request and on the credit of the ice company. The district court found that the services were not rendered on the credit of the vessel, and dismissed the libel, (45 Fed. Rep. 511;) and, on appeal, a *pro forma* affirmance was rendered by the circuit court, whence libelant appealed to this court.

Wing, Shoudy & Putnam, for appellant.

Owen, Gray & Sturges, for appellee.
Before WALLACE and LACOMBE, Circuit Judges.

PER CURIAM. We are satisfied that the towage service, for the recovery of which this libel is filed, was not rendered on the credit of the schooner or her owners, but both her master and the libellant understood that the towage was to be collected of the Ridgewood Ice Company, the charterer of the vessel. The decree of the circuit court is affirmed, with costs of this court, and the cause remanded to that court, with directions to render a decree accordingly.

THE COE F. YOUNG.

IRONS *et al.* v. THE COE F. YOUNG.¹

(Circuit Court of Appeals, Second Circuit. November 14, 1891.)

1. COLLISION—STEAM AND SAIL—LOOKOUT.

A sailing vessel is entitled to assume that a steam-vessel, approaching her, is being navigated with a proper lookout, and with reasonable attention to the obligations laid upon her.

2. SAME—DUTY OF SAIL-VESSEL—BEATING OUT TACK.

A sailing vessel, beating in the vicinity of a steam-vessel, is not obliged to run out her tacks, provided her going about is not calculated to mislead or embarrass the steam-vessel.

3. SAME—STATEMENT OF CASE.

A tug was going up about the middle of the North river on a clear morning, and was gradually overtaking a sloop, which was beating up the stream. The tug had no lookout, other than her master at the wheel. The sloop went from one tack to another, when about 1,000 feet from shore, and the tug soon after struck and sank her. The tug claimed that the change of course was the cause of the collision. The court found that the tug had ample time to have avoided the sloop after her going about, and accordingly *held*, that the tug was solely in fault for keeping a defective lookout.

Appeal from the Circuit Court of the United States for the Southern District of New York.

In Admiralty. Libel against the steam-tug *Coe F. Young* for damage by a collision with the sloop *Mary*; by the owners of the vessel, for its loss; the master, for personal injuries; and a deck-hand, for the loss of personal effects. A decree for libelants was affirmed by the circuit court, and respondent appeals. Affirmed.

On the morning of April 19, 1890, the steam-tug *Coe F. Young* left the foot of Fulton street, New York, bound for Yonkers. The morning was clear, the tug had no tow, and went out about one-third of the distance across the river, and then took a straight up-river course, going at full speed. She had no stationed lookout forward, other than her master in the pilot-house. When somewhere in the

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