

estimate should be made, but rather should there be a resort to sober judgment. In view of these considerations, I think the damages which the children have suffered by reason of their father's death should be fixed at \$2,500.

The suit is brought against the master and owners of the Valley Queen. I do not think the action will lie against the master. He was acting, avowedly, as the agent of others and within the scope of his authority, and he was guilty of no willful or malicious act. His acts are, therefore, by the well-settled principles of law, those of his principals alone. My conclusion, therefore, is that the suit, so far as it relates to the master, must be dismissed, and that the libelant must have judgment against the owners of the Valley Queen, the corporation known as the Red River Line, for the sum of \$2,500, with interest from the date of the death of James Brooks, May 17, 1892.

THE BELLE OF THE COAST.

LEONARD v. THE BELLE OF THE COAST.

(District Court, E. D. Louisiana. May 30, 1893.)

No. 13,018.

SEAMEN—WAGES—FORFEITURE—STEAMBOAT MEN.

On a libel by a steamboat mate to recover wages, the defense was that libelant had forfeited his wages by leaving the boat when her cargo was on board, and she was ready to proceed on her voyage. Libelant had given notice of intention to quit, and there was uncontradicted evidence that, when masters of steamboats were dissatisfied with mates, they discharged them, and, when mates became dissatisfied, they left the service. Libelant was shown to be a most competent person, against whom no complaint was made, and the sole cause of his leaving was a difference with the owner of the boat as to the method of paying the crew. *Held*, that there was no forfeiture, and that libelant should recover.

In Admiralty. Libel by John Leonard against the steamboat Belle of the Coast to recover wages. Decree for libelant.

H. W. Robinson, for libelant.

J. D. Grace, for claimant.

BILLINGS, District Judge. The allegations of the libel are, in substance, that libelant was employed, during the fall of the year 1892, as first mate of the Belle of the Coast, at the rate of wages of \$125 per month, until the 2d day of December, 1892, when, on the last-mentioned day, on account of a misunderstanding with the owner, after notice given, he left the service of said boat. The answer in substance admits the employment of libelant in the capacity and at the rate of wages aforesaid, to be paid weekly, but avers that the libelant was not entitled to quit the service of said boat at the time he did, leaving her cargo laden on board, the boat being ready to proceed on her voyage, and therefore forfeited whatever wages were due him. The evidence of libelant sustains the allegations of his libel, and W. H. Hines, M. Foley, Frank Smith, and Thomas Adams testify as to the custom of em-

plying mates, viz. that when the masters of boats are dissatisfied they discharge mates, or when the mates are dissatisfied they quit the service of the boat. This evidence is uncontradicted. The employment of mariners on boats plying between different points in the state is by verbal agreement, the provisions of the law not being understood to require shipping articles.

The sole question is, did the libelant forfeit his earned wages by reason of leaving the boat as he did? The evidence shows that the sole cause of the misunderstanding was as to the manner of paying off the crew. On boats engaged in the sugar trade the mode followed by libelant, who had been master and mate, was to pay off the gang. By this is meant that it requires six men to handle a hogshead of sugar, and, of these men, one is designated captain of the gang, to whom is delegated the receipt of the payment of the wages of the entire gang. The owner of the boat, on the completion of the first trip, objected to this mode of payment, and, on the assurance of the libelant that he could not work satisfactorily upon any other plan, the owner acquiesced in this method, and this mode of payment was continued on the other trips, until the one commenced on the 2d of December, 1892. During this trip the question was again raised by the owner, resulting in the quitting of the service of the boat by the libelant, he having given notice of his intention to do so. Can the claimant, solely for this reason, claim the forfeiture of the earned wages, when the evidence shows the libelant to have been a most competent person, and against whom no complaint had been made as to the performance of his duties? Clearly, no.

There must be judgment for libelant for the amount claimed, \$23.33, with interest, as claimed.

THE CITY OF ATLANTA.

THE CITY OF COLUMBIA.

HOLLENBECK et al. v. THE CITY OF ATLANTA.¹

TWENTY OTHER LIBELS AND PETITIONS AGAINST THE SAME.

(District Court, S. D. New York. April 15, 1893.)

1. SALVAGE—REMOVING DANGER FROM VESSEL — LIABILITY OF VESSEL TO PAY SALVAGE.

Where a vessel afire, to which salvage services are being rendered, is, in the operation of such services, towed away from a second vessel, in whose vicinity she has been lying, such second vessel is not liable to pay salvage on account of her release from the possible danger of catching fire.

2. SAME—VESSEL AT WHARF—FIRE—NUMEROUS TUGS.

Where a light wooden vessel caught fire at a wharf, and was towed into the stream, and in various ways assisted by 21 tugs, but was considerably damaged, selling for but \$7,100, the court, having found that the service was a meritorious one, *held*, that \$4,000 should be awarded as salvage, which was divided among the tugs.

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