the claimants in this case were not purchasers for value, and are not entitled to the benefit of that rule.

The taking of a promissory note by the libelants does not affect their rights to maintain their lien. It is established law that the taking of a note does not extinguish the lien of the claim for which it was given unless such was the understanding of the parties.

The first item—$60.09—of Tunison's account is disallowed.

The claims are allowed, without interest and without costs.

THE SHARPEE SHE.

BRALEY v. BELL.

(District Court, S. D. New York. March 24, 1894.)

COLLISION—ANCHORED VESSEL—BREAKING ADRIFT—INSECURE ANCHORAGE.

When the owner of an anchored vessel has reasonable notice of the insufficiency of his anchorage, and the danger of drifting in a storm, he takes the risks of such drifting, and a collision caused thereby is due to his neglect, and cannot be held to be inevitable.

Stewart & Macklin, for libelant.

John J. Roach and Peter S. Carter, for respondent.

BROWN, District Judge. During the storm of the night of September 13 to 14, 1892, the defendant's yacht Growler, anchored upon the grounds of the Pavonia Yacht Club, at Communipaw, dragged and fouled the libelant's yacht Sharpee She, causing her some damage. The owners of both yachts were members of the same yacht club. There were no rules of the club concerning the mode of anchoring; and the sufficiency and responsibility of each must, therefore, be judged by the ordinary rules of law.

I must find, upon the evidence, that the anchorage ground was an unsafe one in storms, by the usual methods of anchoring, and was known to be so. The ground was soft mud, beneath which were oyster shells, under which was again mud. Anchors would not take a firm hold. Drifting and fouling in storms had been previously frequent; and the insecurity of the anchors was, I must find, so generally known that reliance upon them in storm was at the risk of the owner that used them. Many of the yachts were made fast to poles driven from six to eight feet into the mud. The libelant's yacht was made fast in that way, and held both yachts through the remainder of the storm after the Growler had fouled and remained pounding her. The storm in this case was not of any extraordinary severity; and where there is reasonable notice of danger of drifting in storms that are liable to arise, the owner takes the risk of reliance on means known to be of doubtful sufficiency. No accident in such cases can be held to be "inevitable." Many authorities to this effect are cited in the recent case of The Anerly, 58 Fed. 794.

Decree for the libelant, with costs.

WILCOX & GIBBS GUANO CO. v. PHOENIX INS. CO. OF BROOKLYN. CHARLESTON BRIDGE CO. et al. v. AMERICAN FIRE INS. CO. MT. PLEASANT & S. I. FERRY CO. v. HOME INS. CO. OF CITY OF NEW YORK. CHARLESTON BRIDGE CO. et al. v. SAME. SAME v. PHOENIX INS. CO.

(Circuit Court, D. South Carolina. April 5, 1894.)

1. REMOVAL OF CAUSES—TIME OF REMOVAL—EXTENSION OF TIME TO PLEAD.
When the time within which defendant is required by the state statute to answer or plead is extended by special order of the court, a removal may be had under the act of 1888, within the extended period. Spangler v. Railroad Co., 42 Fed. 305, disapproved.

2. SAME—CITIZENSHIP—CORPORATIONS.
When the petition shows that defendant is a corporation of another state, it need not allege that it is a nonresident of the state in which the suit is brought, and of which plaintiff is a citizen. Shattuck v. Insurance Co., 7 C. C. A. 386, 58 Fed. 609, followed.

3. SAME—EFFECT OF REMOVAL—DEFAULT FOR ANSWER.
An order was entered in the state court February 5th, extending the time for answer to March 10th. The petition for removal was filed February 10th, the ground being diverse citizenship. The state court was not asked to approve the petition and bond until March 20th, when it was immediately done, and the record thereafter filed in the federal court. *Held* that, as the ground of removal was diverse citizenship alone, the mere filing of the petition and bond worked a change of jurisdiction, and that, as defendant had allowed the time for answer to expire before filing the record in the federal court, that court must hold him in default for answer.

4. PRACTICE—EXTENDING TIME FOR ANSWER.
Enlarging the time for answer does not operate as a "stay of proceedings," within the meaning of the South Carolina statute (Code Proc. § 402, subd. 6), and hence no notice to the adverse party is required, but the order may be made on ex parte motion and affidavit, under section 405 of the Code.

These actions were brought in a state court, and thence removed to this court by defendant. They are now heard together on motion to remand.

Bryan & Bryan, Ficken & Hughes, and Buist & Buist (Mitchell & Smith, of counsel), for plaintiffs.

Trenholm, Rhett & Miller, for defendants.

SIMONTON, Circuit Judge. These are motions to remand the causes to the state court. In each of them the same question is presented. In the second case an additional ground for removal peculiar to it is suggested. The plaintiff began several actions in the court of common pleas for the county of Charleston, S. C., against the several defendants, by summons and complaint. The complaint of the Mt. Pleasant & Sullivan's Island Ferry Company was served on the defendant named therein on 25th January, 1894. The complaints in all the other cases were served on the defendants named in them, respectively, on 27th January, 1894. On 5th February, 1894, his honor, D. A. Townsend, a circuit judge of the state of South Carolina, out of term extended the time in which the defendants could file their answers in these several cases to 10th March, 1894.