

and for the purposes stated was not an unlawful obstruction of the slips below; and the *Medea* was acquitted of fault, and the *Idlewild* held for lack of sufficient care.

Libels were filed in this case by James N. Williams and Annie M. Handran, respectively, against the steamtugs *Medea* and *Idlewild*. The libelants were the owners of two canal boats, which had been damaged by collision.

Hyland & Zabriskie, for libelants.

Robinson, Biddle & Ward and Mr. Hough, for the *Medea*.

Wing, Shoudy & Putnam and Mr. Burlingham, for the *Idlewild*.

BROWN, District Judge. Considering the usage of many years, and that no existing regulation is shown to have been violated, I think the *Medea* was not in fault for tying the top of the tow at the Red Star Line pier, for the distribution of the various boats as usual; and that the difference in length between the Red Star pier and the piers below, viz., about 108 feet, left, in mild weather, and with a west wind, a reasonable provision for the exit of boats between the tow and the slips below. The passage by the *Medea* without difficulty, though more heavily incumbered than the *Idlewild*, while the *Idlewild* and *Coxsackie* were still at the end of the wharf, seems to me a very conclusive corroboration of the above; and shows that the collision, though slight, is due only to the lack of necessary care by the *Idlewild*, or perhaps the lack of necessary experience on the part of the young man who alone in the wheelhouse was managing the wheel and the signals.

I must, therefore, hold the *Idlewild*, and exempt the *Medea*.

The damages are so small that they ought to be agreed upon, without the expense of two references.

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#### THE HATTIE PALMER.

#### HAWKINS v. THE HATTIE PALMER.

(District Court, S. D. New York. October 22, 1894.)

#### SHIPPING—NONDELIVERY OF FREIGHT—CONVERSION.

The steamer *H. P.*, making daily trips between New York and New Rochelle, took some barrels of freight for delivery at City Island. On touching there, no person being in readiness to receive the barrels as usual, or to pay freight, the steamer retained the goods on board, and sent word to the consignee, whose place of business was about 200 yards from the landing, to come for them the next day, which notice was received by the consignee. The next day, no one appearing, the goods were still retained on board, and on the following day the steamer was arrested on this libel for conversion. The wharf was not a safe place to leave the goods unattended, and the vessel was always ready to deliver the goods on payment of freight. *Held*, no conversion, and the libel dismissed, with costs.

This was a libel for the alleged conversion of goods which had been shipped upon the steamer *Hattie Palmer*.

George A. Black, for libelant.  
Convers & Kirlin, for claimants.

**BROWN**, District Judge. There is not to my mind the least evidence of any conversion of the libelant's goods in this case. The dock where the Hattie Palmer landed at City Island was a private dock; it had no storehouse, and there was no convenience for storage. For heavy freight like that in question, the usage and practice had been for the libelant, the consignee, to be present to receive it, either himself, or by his employés with his own teams. In this instance he knew the goods were coming, but made no provision to receive them. They could not safely be left upon the wharf unguarded, and there was no person there to guard them. The Hattie Palmer, in a case like this, was under no obligation to provide a storehouse, or guard. Her only duty was to make reasonable provision for delivery, when the libelant was ready to receive the goods, and pay the freight. As there was no one ready and prepared for this on libelant's behalf—Mr. Ketchum, the expressman, having no such authority, and having refused to take them—the retention of the goods on board until the boat's return from New Rochelle the next noon was entirely reasonable, and the most economical and proper disposition that could be made of the goods. Word was sent to Mr. Hawkins to have some one present to take the goods on the steamer's return the next day from New Rochelle, and to pay the freight, which word Mr. Hawkins received that evening; but he again failed to have any person present to receive the goods, though his yard was but about 200 yards from the landing. They were, therefore, allowed to remain on board for still another day; and the next day Mr. Hawkins libeled the vessel, claiming a conversion, and caused her arrest at such a time as to prevent one of her regular trips.

The evidence leaves no doubt in my mind that the absence of Mr. Hawkins, and his failure to provide for the receipt of the goods as usual on both occasions, were willful; and that an occasion was sought by him for an arrest and detention of the vessel, with intent to injure her business. None of the cases cited by the libelant's counsel seem to me to have any relevancy to the present case.

The libel is dismissed, with costs; and if it were appropriate to such a case, I should charge the libelant with the special damages caused by his arrest and detention of the ship.

## THE VILA.

MUNSON v. THE VILA.

GIERTSEN et al. v. SAME.

(District Court, E. D. New York. September 6, 1894.)

## 1. SALVAGE—RIGHTS OF CHARTERER—WAIVER.

A provision inserted in a charter party for the charterer's benefit, forbidding the ship to stop to pick up any wreck, or in any way assist or tow any vessel, without an exception even for saving life, amounts to a waiver by the charterer of any claim for salvage earned by the ship by towing in a derelict.

## 2. SAME—COMPENSATION—DERELICT.

Three thousand dollars, upon a valuation of \$8,108.70, allowed to the owners of a steamer for towing into New York, her port of destination, a dangerous derelict found 40 miles at sea, in fair weather, and with a delay of 24 hours.

Goodrich, Deady & Goodrich, for Munson, charterer.

Wing, Shoudy & Putnam, for Giertsen et al., master and crew.

Butler, Stillman & Hubbard and George Cromwell, for cargo.

BENEDICT, District Judge. These two actions are brought to recover salvage compensation for services rendered to the bark Vila and her cargo by the steamer Breidablick on August 30, 1893. The Breidablick was a steamer under charter to the libellant, Munson. At the time of the rendition of the salvage service she was bound to New York, where, upon her arrival, her charter would expire. When nearing New York on her regular course, the Breidablick fell in with the bark Vila, a derelict, about 40 miles from shore, on the afternoon of August 30th. The wind at the time was very light, the sea calm enough to permit the sending of a boat's crew to the derelict. The derelict was found to be apparently sound in her hull, with 24 or 25 inches of water in her. She had a cargo consisting of rags and bones. The Vila's own hawser was taken on board the Breidablick, and the Vila was then towed to New York, where she arrived at the Highlands about 8 o'clock on the night of August 31st, and at 3 o'clock the next morning was anchored off Quarantine, Staten Island. The weather during the time was always favorable, and no damage of any kind was sustained by the steamer in rendering the service. The Breidablick did not deviate from her course, but was detained about 24 hours. The Vila was no doubt in some danger. She was a derelict in the Atlantic ocean. She was, however, leaking but slightly, was in no danger of foundering, and was capable of remaining afloat for an indefinite time. The cargo was not of a perishable nature, and she was in the general track of vessels passing between southern ports and New York, far enough from the shore to be in little danger from that source, and where it was almost certain that she would be sighted in a very short time by some of the numerous vessels at all times passing there. In her condition and position she was a source of danger to other vessels.

The charterer, Munson, has filed a libel, claiming to be entitled to