

Orleans, 23 Fed. 909, 911, and Compagnie Commerciale, etc., v. Char-ente Steamship Co., 9 C. C. A. 292, 60 Fed. 921, 925, as to the encouragement of salvage services through suitable rewards to masters and crews.

I have carefully considered the circumstances urged by counsel, including the possible danger from the wheel, had heavy storms been encountered; and on the other side, the fact that here there were no passengers on either vessel; that the Florence was not wholly helpless, but under sail, and was getting so near Sandy Hook that abundant other help would soon have been offered her; and also the further circumstance that since the passage of the Harter act of February 13, 1893 (2 Supp. Rev. St. 81), a vessel is authorized to deviate for the purposes of salvage, without incurring any responsibility to cargo for so doing; so that less consideration than formerly is now to be given to the value of the cargo of the salving vessel.

Taking all the circumstances into view, my conclusion is that the sum of \$8,500 will be a suitable award, besides the sum of \$1,845.42 for extra expenses, as above stated, which sums are accordingly allowed. Of the sum first named four-fifths will be awarded to the owners, and but one-fifth to the officers and crew, from the fact that the additional labor imposed on them was comparatively small. From the latter sum, \$500 is awarded to the master, and \$150 to the chief engineer; and the residue of the one-fifth to the other officers and to the crew in proportion to their wages. Decree accordingly, with costs.

BAXTER et al. v. INTERNATIONAL CONTRACTING CO.

(District Court, S. D. New York. November 13, 1894.)

COLLISION—UNBUOYED ANCHOR—DISPLACEMENT OF.

Upon plaintiffs' claim that his boat ran upon an unbuoyed anchor in the nighttime which was out of position through the imbedding of the anchor chain so as to mislead the libelants' pilot as to its position: *Held*, (1) no buoy necessary upon anchors in ordinary anchorage ground; (2) evidence insufficient to prove displacement of the anchor as leading to the collision.

This was a libel by John F. Baxter and another against the International Contracting Company for a collision caused by the displacement of an unbuoyed anchor.

Wing, Shoudy & Putnam, for libelants.
Sullivan & Cromwell, for respondent.

BROWN, District Judge. I find too much doubt as to the facts in this case to warrant a decree for the libelants. I find that 25 fathoms of chain were not unreasonable for this scow; and there is no evidence of knowledge of any displacement of the anchor, or imbedding of the chain, if there was any, such as to require the scow to buoy the anchor, which is not required of vessels in ordinary anchorage ground. I am not satisfied of any such fixed imbedding, or displacement, as being a cause of the loss of the propeller. The

change of current being much later than the change of tide, I am not at all sure that the scow was not on the swing when the accident occurred, as the testimony of one of the scow's witnesses makes probable; and if so, it was at the tug's risk that she did not keep at least 150 feet away from the scow. The scow and its owner cannot be held, except for proved negligence; and this is not sufficiently established.

Libel dismissed, without costs.

THE VANDERCOOK and THE THOMAS PURCELL, JR.

In re McWILLIAMS et al.

(District Court, S. D. New York. January 11, 1895.)

TUG AND TOW—THREATENING WEATHER—IMPRUDENT START—TOW LOST.

The tugs V. and P. took in tow 14 canal boats from New York, bound for Bridgeport, Long Island Sound. It was imprudent to start against an easterly wind because of the liability to meet heavy seas. A change of wind from the eastward to west of north is known to be usually followed, within about 12 hours, by a return of the wind to the eastward. The tugs about 12 hours after such a change to the northward started upon the trip at 6 p. m. They soon met the easterly wind, and before reaching Norwalk the tow was broken up by pounding in heavy seas with the loss of several boats. *Held*, that starting with such a tow was imprudent and negligent, and that the owners of the tugs were liable for the loss up to the amount of the value of the tugs.

In Admiralty. Loss of tow. Petition to limit liability.

Carpenter & Park, for petitioners.

Robinson, Biddle & Ward, for Pennsylvania R. Co. and British Marine Ins. Co.

BROWN, District Judge. At about 6 o'clock in the evening of November 9, 1893, the tugs Vandercook and Thomas Purcell, Jr., belonging to the petitioners, started from Hammond Flats with a tow of 14 canal boats and barges, bound for Bridgeport, including one boat to be left on the way at Stamford, and one at Norwalk. At about 3 or half past 3 a. m. of the night following, the tow broke up in an easterly wind and sea when about three miles to the westward of Norwalk, and more than half of the boats were sunk. Various claims having been presented against the owners of the tugs for damages, the above petition was filed to limit their liability to the value of the tugs Vandercook and Purcell; and at the same time the owners deny that there was any negligence for which they are liable. The answers to the petition charge negligence on the tugs, for improperly starting in the face of threatening weather, for insufficient tugs, and also for the failure to put in at practicable harbors on the route, before reaching the place where the tow broke up.

A great deal of evidence has been taken on the issue of negligence raised by the pleadings. The case is in some respects a close one. But taking all the circumstances into account, I am con-