has not supported his contention with sufficient evidence. Further than this, we notice that by the law of Alabama (Code Ala. § 3054) a lien is given on any ship supplied or victualed within the state, irrespective of whether she is in her port or a foreign port, and irrespective of whether the supplies are furnished and the victualing done on the order of the master, or of any other agents of charterers or owners. With this in mind, it would be a very violent presumption upon the undisputed facts of this case, where the goods were sold for cash, and at the lowest market price, to infer that the libelant intended to waive both the domestic and the regular maritime lien to rely upon the credit of a foreign company with no established credit. The decree appealed from is reversed, and the cause is remanded, with instructions to enter a decree for the libelant for the amount claimed in the libel and costs.

THE YUMURI.

BEEBE v. THE YUMURI.

(District Court, S. D. New York. March 6, 1895.)

PILOTAGE—TENDER AT SEA—SHIP LIABLE.

The display of the customary pilot signals on the usual cruising ground of pilot boats at sea, and the visible approach of the boat towards an incoming vessel, are a sufficient tender of off-shore pilotage, with the customary waiver of extra charge; and if the vessel does not heed the tender, but comes in without a pilot, she is liable under the statute for the usual pilotage fees.

This was a libel by George W. Beebe against the steamship Yumuri to recover pilotage.

Carpenter & Park, for libelant.
Carter & Ledyard, for claimant.

BROWN, District Judge. 1. I find that the pilot boat approached the Yumuri within the customary cruising ground for incoming vessels, and displayed her blue flag as a signal, which was recognized, or ought to have been recognized, by the master and mate of the Yumuri, when the pilot boat was within a reasonable distance; and that this was, in legal effect, a tender and offer of her services as pilot to the Yumuri.

2. That under the fixed and well-known practice and custom not to make any claim to off-shore pilotage for pilots taken on board in that region, the above tender was also virtually an offer of pilotage with a waiver of any claim to such extra pilotage charge.

3. That the failure of the Yumuri to slow down or turn towards the pilot boat and accept the offered services, was a refusal of such service; and having taken no pilot subsequently, she became answerable to the libelant, under the statute, for the amount of ordinary pilotage, viz. $47.32, for which, with interest, a decree may be entered, with costs.

GYPSUM PACKET CO. v. HORTON.

(District Court, S. D. New York. June 6, 1895.)

PILOTS—UNKNOWN OBSTRUCTION—FAILURE OF PROOF.

The keel of the G. P. while being towed through the middle channel in Hell Gate rubbed some object unknown. Subsequent examination of the bottom showed no obstruction in the location where the libelant's evidence placed the course of the G. P. *Held*, that the evidence failed to show any negligence or lack of nautical skill in the pilot, and the libel was dismissed without costs.

This was a libel by the Gypsum Packet Company against George W. Horton to recover damages occasioned to the keel of the schooner Gypsum Princess by striking some object in Hell Gate while under pilotage of the respondent.

Wing, Putnam & Burlingham, for libelant.
George A. Black, for respondent.

BROWN, District Judge. The libel was filed to recover damages for the alleged negligence of the respondent as pilot on board the schooner Gypsum Princess, in causing her to strike the bottom and injure her keel while going down middle channel in Hell Gate in the ebb tide, at about quarter past 6 of July 3, 1894, while in tow of the tug W. J. Kennedy, on a hawser of 75 fathoms. The tide was about two-thirds ebb.

The draft of the schooner was 19 feet, 6 inches. The chart shows a reasonable channel-way of 19 feet depth at low water. At the time when the schooner went through this channel, there should have been, considering the wind, weather, and the tide, at least 2 feet in addition, or 18 inches more than the draft of the schooner. The schooner rubbed upon something so as to be plainly felt by all on board, but her way was not checked. A subsequent resurvey, made under government inspection, two or three weeks afterwards, showed nothing with which the schooner should have come in contact. The respondent is unable to give any other explanation than that there was some temporary obstruction as from portions of sunken wrecks, which are frequently in that vicinity and are carried off in the changes of the tide.

A pilot is in no sense an insurer. His contract of pilotage imports only acquaintance with the channel in its ordinary condition, and nautical skill in avoiding all known obstructions. Had the schooner in this case been shown to have struck any known obstruction, or to have been in an improper part of the channel-way, the case against the respondent might be considered sufficiently made out. But the libelant's testimony here fails to show anything of that kind. What was struck or rubbed is not known; not only is there no evidence, presumptive or otherwise, that it was the bottom, or any known obstruction that was struck, but the evidence indicates the contrary. For the only points that are indicated upon the government chart, or in the resurvey, where any contact could have been had with the natural bottom are much nearer to Mill Rock than any of the libelant's witnesses place the course of this