

THE MOONLIGHT.

BURGER et al. v. THE MOONLIGHT.

(District Court, E. D. New York. February 8, 1896.)

SALVAGE SERVICES—COMPENSATION.

Assistance rendered by a tug to another tug and her barges, which had grounded in the East river in a place involving comparatively little danger, *held* a salvage service for which a total sum of \$230 should be awarded,—\$25 apiece being charged against two barges which were not aground, but which required assistance for the purpose of mooring, and \$150 against a boat and cargo of coal, worth \$4,000, which was aground, the remainder, of \$30, being charged against the tug for the assistance rendered her.

This was a libel by Frank P. Burger and others against the Moonlight and other barges and the tug Zouave.

Wing, Putnam & Burlingham, for libelants.

Stewart & Macklin, for the Moonlight and the Zouave.

Robinson, Biddle & Ward and Mr. Hough, for Barges Nos. 9 and 12.

BROWN, District Judge. On the 11th of January, 1895, as the tug Zouave was going up the East river, in the flood tide, towing the barges Moonlight and No. 9 on her port side, and No. 12 on her starboard side, she was overtaken by thick fog when about midway up Blackwell's Island, going in the easterly channel. She endeavored to make the cove to the eastward of Brown's Point just below the Astoria ferry; but in rounding to the eastward for that purpose, in the thick fog, she was caught upon the point. No. 9 had some planks broken on her side; the Moonlight was caught fast on her bottom; the Zouave, which drew three feet less than the Moonlight, I am satisfied, was not aground; nor was No. 12. The libelants' tug R. W. Burke, had shortly before moored at the dock a few hundred feet to the eastward of the Point, and on hearing the noise of the grounding of the barges, and the snapping of lines, immediately went to their assistance. Nos. 9 and 12 were taken by her to the dock; and afterwards she aided the Zouave and Moonlight in getting off the Point, and upon the clearing of the fog, she assisted in taking on the other boat, and accompanied them through the Gate to the Sunken Meadows.

The captains of the two tugs differ considerably in their version of the situation, and as to the request made for assistance. The case, however, is not one for any considerable award of salvage. The place where the boats grounded was not one involving very much danger. The flood tide, indeed, tended to hold the boats upon the rocks; but they would naturally come off at high tide, either with a little assistance easily obtainable, or possibly without further aid than the Zouave herself might furnish. In the meantime, however, there was danger of some additional damage; and I have no doubt, therefore, that the Burke is entitled to some award, and that the captain of the Zouave had no right to suppose that her services were tendered gratuitously.

Although No. 9 and No. 12 were not aground, it was necessary that they should be moored. This was effected in a short time for each boat. I allow \$25 against each.

The Moonlight being aground, had need of immediate aid to prevent further injury. The value of boat and cargo (coal) was about \$4,000. For the service to her I allow \$150; and \$30 additional for the aid rendered to the Zouave.

Of the above total of \$230, \$150 should go to the owners; \$20 to the master, and the residue, \$60, divided between the master and officers of the tug in proportion to their wages.

A decree may be entered accordingly, with costs.

THE GRACIE MAY.

CARPENTER v. RITSCHER et al.

(Circuit Court of Appeals, Second Circuit. February 18, 1896.)

MARITIME LIENS—SUPPLIES.

Grocers in Jersey City furnished supplies for three seasons to a small pleasure yacht, on the order of her reputed owner, a man without property and generally "short of ready money," who lived in New York, and who controlled and navigated her entirely alone. He was accustomed to pay the bills for one season at the beginning of the next season. In May, 1893, he ordered supplies as usual, and continued to order until the autumn. They knew little of him, except as disclosed in these dealings. *Held* that, under these circumstances, the application of the rule in relation to the presumption of the necessity of the credit of the vessel for supplies furnished in a foreign port on the order of a master would be a strained one, but that, the material men having testified that the goods were sold upon the credit of the vessel, the circumstances corroborated their testimony, and indicated that they relied, in part at least, on the credit of the yacht, and their claim should be enforced against her.

Appeal from the District Court of the United States for the Southern District of New York.

This was a libel by Peter C. Ritscher and others against the yacht Gracie May (Philip Carpenter, claimant), to recover the sum of \$106.57, with interest and costs, for supplies furnished on board said yacht. The district court made a decree against the yacht, and the claimant appealed.

Mark Ash, for libelants.

Philip Carpenter, pro se.

Before WALLACE, LACOMBE, and SHIPMAN, Circuit Judges.

SHIPMAN, Circuit Judge. Prior to July, 1890, George M. Rollins, then of New York City, owned the Gracie May, a pleasure yacht of about 30 feet in length and of about 5 tons burden. He was engaged in a number of electrical enterprises, and in the formation of car trusts, but he had no property, and was generally "short of ready money." He owed the claimant, who was his law-