not admit of extended discussion. It seems to me that the better opinion is that the cargo is liable to contribute to salvage, whether salvage be called a "general average claim" or otherwise. In this case, also, the bond covers losses and expenses, incurred and to be incurred, which "may be a charge by way of general average or otherwise," and provides that "claims for tug services or otherwise are subject to approval of the Delaware Insurance Company, or settled by arbitration to which they are a party for us." I hold that the respondent is bound by the settlement and adjustment.

On the second point of defense, I do not find that there is any equity which should bar the towage company from any part of the recovery here sought. The owners and the salvors are not the same, and the fact that the owners and members of their families are owners in the towage company does not seem to me to be at all material. There are two distinct enterprises in the management and profits of which certain persons, with others, are interested; and they should be treated as distinct parties.

On the third point, the respondent, claiming that a fair sum for salvage is to be here assessed, urges that as the vessel and cargo were finally saved by lighterage and towage only, and as the weather was fair, and no danger incurred by the salvors, a much smaller sum should be fixed than that paid by the owners. It is to be remembered, however, that the vessel was in a dangerous place; that, with a change of weather, she might go to pieces; that there was paid $1,100 for assistance; and that the fair value of the time and services of the tug B. W. Morse was upward of $1,000, if she be considered as employed simply in towing. I am not inclined to disturb the allowance.

The case may stand for a decree in accordance with these findings, and other questions which may arise being reserved for further hearing.

THE ALASKA.

MORGAN'S L. & T. R. & S. S. CO. v. THE ALASKA.

(District Court, E. D. New York. April 9, 1896.)

SALVAGE COMPENSATION—OCEAN TOWAGE.

$7,500 awarded to a freight steamer worth $250,000 (her cargo not being considered, because of the "Harter Act"), for towing into New York, her port of destination, being a distance of 250 miles, a freight steamer, valued, with her cargo and freight, at £31,390, which had been blown off the coast to the edge of the Gulf Stream, and was in peril only because she had exhausted her coal supply, there being difficulty and danger in getting the hawsers aboard because of her terrific rolling, but the towing being accomplished, after the first few hours, in a calm sea, and without loss, except a delay of three days, and the breaking of both hawsers.

This was a libel in rem by Morgan's Louisiana & Texas Railroad & Steamship Company against the steamship Alaska, her cargo, etc., to recover compensation for salvage services.

Chas. H. Tweed (R. D. Benedict, of counsel), for libelant.
Convers & Kirlin, for claimant.

BENEDICT, District Judge. This is an action brought to recover salvage compensation for services rendered to the steamship Alaska in towing her into the port of New York, in February, 1895, under the following circumstances: The Alaska was a steamer of 1,799 tons burden, loaded with phosphate and cotton, bound from Wilmington, Del., to Ghent, by the way of Norfolk. She left Wilmington with but a few tons of coal, expecting to arrive at Norfolk in the course of less than a day, and there take in the coal necessary for her voyage. Soon after leaving Wilmington she encountered a violent storm of three days' duration, during which her supply of coal was reduced to four tons, and she was compelled to burn her wood fixings in order to raise steam enough to keep her engines going. She burnt up one of her boats, three bales of cotton, using oil and paraffine to make a blaze, and three large wood derricks, used for taking in cargo. By this means she was able to use her engines to a certain extent, but she could make no headway. On Sunday morning, while the storm was yet blowing, she sighted the steamer Excelsior, and displayed to her signals of distress and a request for assistance. There is some little contradiction in the evidence as to what transpired at this time between the two parties in regard to the place where the Alaska should be towed,—whether to Norfolk, where she was bound, or to New York, where the Excelsior was bound. This is of little importance, for, although the Alaska was towed to New York, she was not thereby put to any additional expense for her coal, nor did she suffer any loss. When the Excelsior took the Alaska in tow, the sea was very heavy, the ship was in the trough of the sea, and rolling terribly, so that it was impossible for the boat sent from the Excelsior to get alongside. The Alaska had no hawser by which she could be towed, and hawsers furnished by the Excelsior were used. After a good deal of exertion, two hawsers of the Excelsior were made fast to the Alaska by means of heaving lines, and the Excelsior started with her about 10:30 in the morning of the 11th. The course taken was in the direction of Norfolk, until they got into smooth water, at about 2 o'clock p. m. Then the Excelsior straightened up for New York, where she arrived at about 4 o'clock p. m. Tuesday.

Upon the evidence, it seems to me that the captain of the Excelsior judged wisely when he determined to go to New York, instead of attempting to take the Alaska to Norfolk. There was great probability of ice in the Chesapeake Bay. She would be obliged to anchor off the Capes, and less time would be required to tow to New York. As already stated, it made no difference to the Alaska whether she was taken to Norfolk or to New York. After the Excelsior straightened up for New York, the weather was fair, and the towing was accomplished without difficulty, although there was plenty of ice, covering the ocean as far as eye could see in some places. When near Sandy Hook, both hawsers were parted,

owing to the failure of the tow to follow the steamer. The Alaska was then taken charge of by a tow boat, which had been sent by the owners of the Excelsior, on being informed of her position, and the Alaska was conducted to a safe place in the harbor without having sustained any injury whatever. The Alaska was a freighting vessel. She had no passengers, and was uninjured in her hull and engines, but simply was deprived of ability to make headway because she had no coal wherewith to make steam. She had sails, with which the captain says he guesses he could have made a little headway, but no attempt was made to use them. When she was taken in tow she was on the inner edge of the Gulf Stream, and apparently had drifted somewhat to the eastward. She was, however, in the track of vessels, as shown by the fact that she was picked up by the Excelsior while on her regular course, and also that another steamer was sighted by her. She was in peril, of course, but not in so great peril as she would have been if she had been outside of the track of vessels going up and down the coast. The liberal rewards given by the admiralty court for services of this character have greatly diminished the danger in this locality. The value of the Alaska was £8,000, her cargo was valued at £22,000, and her freight at £1,390. The Excelsior was also a freighting ship, on her regular trip from New Orleans to New York. She had no passengers. She was detained 17 hours in rendering this service to the Alaska, and she suffered no damage, save only the breaking of two hawsers. Her value was $250,000. The value of her cargo is not considered, owing to the provisions of the "Harter Act." In getting hold of the Alaska considerable skill was displayed. She was rolling terrifically, and it was not accomplished without some hazard to the first officer and the four men who went in the boat to make fast the lines. The distance the Alaska was towed was 250 miles. Although the Excelsior sustained no injury in performing this service, it was not unattended with peril to her. Such towing service is always attended with peril. I have therefore no hesitation in awarding a salvage compensation for the services rendered by the Excelsior. As to the amount, I note the fact that the Excelsior was a freighting ship, without passengers, and that delay was not as serious a matter to her as it would have been to one of the passenger steamers. I take notice that all the skill necessary for this service was displayed and rendered voluntarily, and at the request of the master of the Alaska, and that thereby the Alaska was rescued from a position of danger without injury or loss. I take notice, also, of the value of the salving vessel and of the saved vessel and her cargo; and I have examined the cases to which I have been referred. Looking at all the circumstances of the case, I am of the opinion that $7,500 will be a proper salvage compensation to be awarded in this case.

LOUISVILLE TRUST CO. et al. v. LOUISVILLE, N. A. & C. R. CO. (nineteen cases).

(Circuit Court of Appeals, Sixth Circuit. June 22, 1896.)

Nos. 277–295.

1. FEDERAL JURISDICTION—CITIZENSHIP OF CORPORATION.
   For purposes of federal jurisdiction, a corporation organized under the laws of Indiana is a citizen of that state, whether or not acts of Kentucky purporting to incorporate the Indiana corporation create a new corporation.

2. CORPORATIONS—CREATION OF CORPORATION OR LICENSE OF FOREIGN CORPORATION.
   Act Ky. April 8, 1880, entitled "An act to incorporate the L. * * * Railway Company," and providing "that the L. * * * Railway Company, a corporation organized under the laws of the state of Indiana, is hereby constituted a corporation, with power to sue, * * * contract, * * * to have and use a common seal, with the power incident to corporations, and authority to operate a railroad" (authorizing the company to purchase real estate for depot purposes, to connect with railroads, and build connecting lines, to issue bonds, and secure payment thereof by mortgage on its corporate rights and franchises), is not a mere license of the Indiana corporation, but creates a Kentucky corporation, though no provision is made for stock or internal government of the new corporation.

3. SAME—EFFECT OF CONSOLIDATION.
   After an act of Kentucky incorporated an Indiana corporation as a corporation of Kentucky, the Indiana corporation and an Illinois corporation consolidated their stock and property, the consolidated corporation being vested with all their rights and franchises. *Held*, that the existence of the Kentucky corporation was not thereby affected, especially as the new condition brought about by the consolidation was recognized by an act of Kentucky.

4. SAME—ACCEPTANCE OF CHARTER.
   If acts of Kentucky incorporating, as a corporation of that state, a corporation of Indiana, and conferring powers on it, and containing no provision for acceptance of their benefits, require any acceptance, it will be inferred from such action by the company as acceptance of a lease reciting it to be a corporation of Kentucky and Indiana, and condemnation of land under petition reciting its power under its Kentucky charter.

5. SAME—POWER TO MAKE GUARANTY.
   A railroad company, under Act Ky. April 8, 1880 (authorizing it to guaranty bonds of any railway company then constructed, or to be thereafter constructed, within the state, and to consolidate its rights, franchises, and privileges with any railway company authorized to construct a railroad from the city of Louisville to any point on the Virginia line, such guaranty or consolidation to be on such terms and conditions as might be agreed on between the companies), having leased a railroad running from Louisville, could guaranty the bonds of a railroad thereafter to be constructed, which would continue the leased road towards the Virginia line, and acquire its stock in consideration thereof.

6. SAME.
   Where an Indiana railroad corporation was incorporated as a corporation of Kentucky, the Kentucky corporation could exercise, in the ordinary way, the power given it, in general terms, by Act Ky. April 7, 1882, to guaranty bonds of a railroad within the state, notwithstanding the provision of a subsequent act of Indiana that directors of any railway company organized under the laws of Indiana could guaranty bonds of a railroad "upon the petition of the holders of a majority of the stock of