

not be sustained, as such a construction of the shipping articles would entirely eliminate the port of San Francisco as the place at which the first voyage, as described in such articles, was to end. In my opinion, the return of the schooner Occidental from the port of San Pedro to Gray's Harbor without stopping at San Francisco on her way north was a deviation from the first voyage described in the shipping articles, and the libelant was justified in his refusal to make such return voyage. The conclusion here reached is in harmony with the case of *The J. M. Griffith*, 71 Fed. 317, and that of *Heinrici v. The Laura Madsen*, 84 Fed. 362, and upon the authority of those cases the libelant is entitled to a decree for the amount of wages claimed in the libel, together with the amount paid by him for passage from San Pedro to the port of San Francisco, and costs. Let such decree be entered.

THE ARKANSAS.

CROCKER et al. v. THE ARKANSAS.

(District Court, D. New Jersey. November 30, 1897.)

SALVAGE COMPENSATION—EXTINGUISHING FIRE.

\$200 awarded to each of three tugs which went to the assistance of a burning barge laden with cotton, drew her into the stream, and got the fire under control; and \$100 to each of four tugs which then rendered further assistance in extinguishing the fire; the value of the barge and cargo being about \$7,400, and the risk to the first-named tugs being considerable.

This was a libel in rem by Frank W. Crocker and others against the barge Arkansas and her cargo of cotton, to recover compensation for salvage services.

Alexander & Ash, for the Frankie.

Wilcox, Adams & Green, for the E. M. Millard, the Nettie L. Tice, and the Col. E. A. Stevens.

Ernest Luce, for the Daylight.

Foley & Wray, for the Margaret A. Lenox.

Robinson, Biddle & Ward, for the John Fuller.

Cowen, Wing, Putnam & Burlingham, for claimants.

KIRKPATRICK, District Judge. On the 11th day of February, 1897, the barge Arkansas, loaded with a cargo of 140 bales of cotton, was moored at the dock in the city of Hoboken. By some means, a fire was communicated to the cargo; and, no water facilities from the city being at hand, assistance was called for, and almost immediately the tugs Daylight, Millard, and Frankie came to her assistance. Within a few minutes all these tugs had made fast to the barge, and had a stream of water upon the cargo. The barge was towed out into the stream, when other tugs, noticing her dangerous condition, also came to her assistance, and helped extinguish the flames. It does not appear but that the tugs Daylight, Millard, and Frankie would have been able of their own efforts, unassisted, to ex-

tinguish the fire; but the services of the Lenox, Fuller, Stevens, and the Tice were rendered in good faith, and they should receive compensation. The value of the boat and cargo saved is about \$7,400. The risk of damage from fire to the tugs which first went to the assistance of the barge was considerable, and much less to those which afterwards came, when the fire was more or less under control.

I think a fair award for salvage would be \$1,000, to be divided between the tugs as follows: Daylight, \$200; Millard, \$200; Frankie, \$200; Lenox, \$100; Fuller, \$100; Stevens, \$100; Tice, \$100. In making the award to the Fuller, I make no award for the services rendered after the fire was extinguished. They seem to have been rendered at the request of the owners, and should be borne by them independent of this award for salvage from fire. Let a decree be drawn accordingly.

THE LAURA MADSEN.

HEINRICI et al. v. THE LAURA MADSEN et al.

(District Court, S. D. California. November 1, 1897.)

1. SEAMEN'S WAGES—SHIPPING ARTICLES—COMPLETION OF VOYAGE.

Shipping articles described the voyage as "from the port of San Francisco, Cal., to Port Blakeley, thence to San Francisco, for final discharge, either direct or via one or more ports of the Pacific Coast. Either north or south of the port of discharge. Voyage to be repeated one or more times." The vessel proceeded to Port Blakeley, and thence, with a cargo of lumber, to San Pedro, where, after unloading, the master announced his intention of returning to Port Blakeley. The crew thereupon demanded their pay, claiming that the voyage ended at San Pedro. *Held*, that the shipping articles did not permit a return from San Pedro to Port Blakeley before going to San Francisco, and that the seamen were entitled to their wages upon the master's announcement of his intention to return direct to Port Blakeley, and did not forfeit them by leaving the ship upon his refusal of their demand.

2. SAME—TIME OF FILING LIBEL.

The filing of a libel for wages, after the master has announced his determination to sail for a port unauthorized by the shipping articles, and after the seamen have, in consequence, demanded their wages, is not premature, although they continue at work for several hours longer, and until the vessel is about to proceed to sea.

This was a libel in rem by Ernest Heinrici and others against the schooner Laura Madsen, B. P. Rasmussen, master, to recover seamen's wages.

Jones & Newby, for libelants.
Calvin Edgerton, for claimants.

WELLBORN, District Judge. The claims of the libelants are for wages as seamen on board the schooner Laura Madsen. The case is submitted on an agreed statement of facts, as follows:

At San Francisco, Cal., on the 29th day of March, 1897, each of the said libelants entered into and duly executed articles of agreement with B. P. Rasmussen, then master of the schooner Laura Madsen, or whoever might go as master of said schooner, upon the terms and