vigilance and seamanship in the attempt, it might have been excused; but such were not the conditions, and I must therefore hold the Minnie at fault. The John H. May, 52 Fed. 882; The Ludwig Holberg, 157 U. S. 70, 15 Sup. Ct. 477; The Syracuse, 12 Wall. 172; The Michigan, 11 C. C. A. 187, 63 Fed. 288; The Oregon, 158 U. S. 193, 15 Sup. Ct. 804; The Rockaway, 19 Fed. 452. A reference to a commissioner to compute the damages may be had if counsel do not agree, and a decree will be entered in favor of the libelant.

THE RAMBLER.

THE WILLIAM.

(District Court, D. Connecticut. June 14, 1898.)

COLLISION—CANAL BOAT AT DOCK—GROUNDED SCHOONER.

Tugs which towed a schooner alongside a canal boat lying at her dock immediately after discharging her cargo, and left the schooner grounded there, so that, on the going out of the tide, she listed against and injured the canal boat, *held* liable for the resulting damages.

This was a libel in rem by Mary J. McCaffrey, administratrix, against the steam tugs Rambler and William.

Carpenter & Park, for libelant.
Bristol, Stoddard & Bristol, for claimant.

TOWNSEND, District Judge. Libel in rem. At about half past 12 o'clock in the afternoon of October 20, 1896, the canal boat Charles McCaffrey, owned by libelant, was lying at the "Canal Dock," so called, at New Haven. She had just discharged a cargo of coal, and had hauled ahead away from her derrick, and was waiting for a tug to take her out. The wind was S. S. W., and blowing hard. The tide was two to three hours on the ebb. At this time the steam tugs Rambler and William came up, having the three-masted schooner P. T. Barnum in tow, and left her grounded alongside the Charles McCaffrey. When the tide went out, the Barnum listed away against the McCaffrey, and caused considerable damage. The claimants, by way of defense, say, "The schooner Barnum was alone responsible." In that case they might have prayed for process against her, under admiralty rule No. 59. The claims that the canal boat was negligent in not getting out sooner, and that the Barnum was not aground when the tugs left her, are not supported by the proofs. The reasonable time allowed to a boat to get out after discharging had not expired. Complainant's witness admits she could not have backed out, and it appears from the cross-examination of the captain of the tug William that the schooner must have been aground when the tugs left her. The listing and damage were natural consequences of the negligence of claimants in leaving the schooner aground, for which they are liable. Meyers v. The America and The Nile, 38 Fed. 256, and cases cited. Let the matter be referred to a commissioner to ascertain the damages.

PLUME & ATWOOD MFG. CO. et al. v. BALDWIN et al.

(Circuit Court, S. D. New York. June 14, 1898.)

1. CREDITORS' SUIT—JUDGMENT TO SUPPORT.
   The allowance of a claim against an assigned estate in an insolvency proceeding is such a judgment as will support a creditors' bill.
2. EQUITY—JURISDICTION—RESIDENT AND NONRESIDENT EXECUTORS.
   Where there are two executors of an estate, one resident in the state where the property is situated and one nonresident, courts of equity within the state have jurisdiction to decree a discovery and accounting against the resident executor without the presence of the nonresident.
3. CREDITORS' SUIT—PRINCIPAL DEBTOR NONRESIDENT—JURISDICTION.
   The fact that the principal debtor in a creditors' bill is a nonresident, and cannot be served, does not oust the jurisdiction of the court to decree against resident defendants such relief as may be proper as against them alone.

This was a creditors' bill by the Plume & Atwood Manufacturing Company and the Scoville Manufacturing Company against Lewis S. Baldwin, Isaac P. Baldwin, Eli Baldwin, Walter S. Baldwin, and Charles E. Wilmot, as executors of the last will and testament of Lemuel H. Baldwin, deceased. The cause was heard upon pleas to the bill filed by certain of the defendants.

Hutchinson & Newhouse, for plaintiffs.
Richard M. Bruno and George Hastings, for defendants.

TOWNSEND, District Judge. This suit stands upon pleas to a bill in equity. The bill alleges that Lewis S. Baldwin, of Chicago, Ill., made an assignment for the benefit of creditors in Cook county, Ill., and under the assignment judgment was rendered in favor of the complainants; that the property so assigned was practically valueless; that Lemuel H. Baldwin, a brother of Lewis, died in New York City, leaving an estate exceeding $70,000, and a will by which Lewis was given $10,000 and one-tenth of the residuary estate, and in which the defendants Eli Baldwin, Walter S. Baldwin, and Charles E. Wilmot were appointed executors; that Lewis, upon being examined under oath in the insolvency proceedings in Cook county, stated that he had assigned his interest under his brother's will to Isaac P. Baldwin, a citizen of Virginia, which assignment was fraudulent and void; and the bill claims a discovery as to the assignment, and as to whether the executors have paid over the interest of Lewis S. Baldwin under said will; and that the assignment be declared void, and that the interest of Lewis under the will be paid to the complainants and other judgment creditors. Lewis S. Baldwin, Isaac P. Baldwin, severally, and Eli and Walter S. Baldwin, as executors, plead that the complainants did not obtain judgments against Lewis; that Charles E. Wilmot and the complainants are citizens and residents of Connecticut; that Isaac P. Baldwin is a citizen and resident of Virginia, and Lewis S. Baldwin of Illinois. Walter S. Baldwin has died since the service of process. No attempt has been made to serve the defendant Charles Wilmot with process, and he has not been served. The executors are all described as of New York, and