

Case No. 2,718.
[5 Adm. Rec. 30.]

THE CIMBUS.

District Court, S. D. Florida.

May 23, 1853.

SALVAGE COMPENSATION.

[For saving the cargo of a wrecked vessel, consisting of a locomotive and a quantity of railroad iron, the court allowed one-half of the net value of the property saved.]

[Cited in 35 Fed. 542.]

[See The Isaac Allerton, Case No. 7,088.]

[In admiralty. Libel by John P. Smith and others against the brig Cimbus and cargo, for salvage.]

Win. R. Hackley, for libelants.

S. J. Douglas, for respondents.

MARVIN, District Judge. This brig, laden with an assorted cargo, a locomotive engine, and a quantity of railroad iron, bound from Philadelphia to New Orleans, ran ashore on the Dry Rocks, and soon broke up, and sank in two fathoms water. A portion of the cargo, including the locomotive and iron, was saved by divers. The value of all the property saved is \$18,264.19. I shall decree one-half of the net value of the property saved, as a reasonable salvage. It is therefore ordered, adjudged, and decreed, that the 753 bars of railroad iron saved by different salvors be charged with a net salvage of fifty per cent., i. e. that the salvage be ascertained by deducting from \$6,617.18, the appraised value, the bills for wharfage, storage, and labor thereon, and its proportion of the proctor's fee for defending the cargo, and Captain Lodge's recompence for superintending the saving of the same, and, after such deductions, the salvage be one-half the remainder. That upon the payment of the aforesaid salvage and charges, and the merchant's commissions, if any, its proportion of the notary public's fee, and such other charges as shall be allowed thereon by the court, the marshal restore said iron to I. E. Martin, who claims the same, as agent for the owners, under a bill of lading assigned to him by the Brooklyn Warehouse Company in New Orleans. That the salvage on the locomotive and appurtenances be the same as upon the iron, and ascertained in the same manner; and that the charges upon the remaining proceeds be the same as upon the iron, or ascertained in the same manner; and that the residue be paid to Mr. R. W. Welch, agent for the Mercantile Mutual Insurance Company of Philadelphia; Captain Lodge, of the brig, consenting thereto. That the salvage to the Boat Union, which saved, of iron and other cargo, \$1,655.24, and the Lizzy Wall, which saved \$1,013.50 of iron and other cargo, be the same, and ascertained in the same manner, as upon the locomotive. That the residue of the property saved pay a salvage of fifty per cent, and that the residue of the costs, expenses, and charges not hereinbefore provided for be chargeable to the residue of the proceeds in court. That the

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recapitulation and statement hereunto attached be approved, and that the clerk pay the salvage and bills accordingly, and the residue undisposed of to Captain Lodge, for the benefit of whom it may concern.