

Case No. 4,334. ELDRIDGE ET AL. V. FORTY-ONE BARS OF RAILROAD IRON.
[N. Y. Times. June 17, 1854.]

District Court, S. D. New York.

June 15, 1854.

SALVAGE—FRAUDULENT CONTRACT—TENDER.

[A contract for salvage services procured by the salvors upon the false representation that other parties, to whom the contract was originally given, had abandoned the same, *held* not enforceable, and the recovery restricted to the amount of a previous tender, without costs.]

[This was a libel for salvage by William H. Eldridge and others against 41 bars of railroad iron.]

The libel in this case was filed to recover salvage compensation for raising forty-one bars of railroad iron which were sunk in the middle of the Hudson river, a little below Forrest's point, in about thirty feet of water. The claimants of the iron, the New York and Erie Railroad Company, alleged the facts to be, that a large quantity of railroad iron belonging to them had been lost there, and they had employed one Munroe to raise it; that Munroe had raised over 430 bars of it, and having another job a little way up the river, he left the iron for awhile, meaning to come back and finish his job; that while he was gone the libellants came and raised the iron without their consent or that of Munroe; that after they had raised the iron they came to the agent of the claimants and represented that Munroe had abandoned the job, and the agent then agreed to give them \$5 a bar if they would get it up; and afterward, finding that they had been imposed upon, they tendered the libellants \$100 for their services.

Owen & Betts, for libellants.

Morton & Haskett, for claimants.

DECREED BY THE COURT: That the libellants recover the sum of \$100, being the amount of the tender, and that against this the costs of the respondents should be set off pro tanto.