

Case No. 4,358. THE ELIZABETH BRUCE.
REED ET AL. V. THE ELIZABETH BRUCE.

{5 Adm. Rec. 162.}

District Court, S. D. Florida.

Feb. 22, 1854.

SALVAGE—AMOUNT.

{Three vessels, carrying 28 men, took out an anchor, and worked five days, in boisterous and windy weather, trying to get a vessel off a part of Carrysfoot reef,—lightening the vessel, and taking the cargo off by boats and alongside,—and succeeded in saving materials and cargo of the value of \$8,276. *Held*, that the salvors were entitled to 45 per cent, and 50 per cent, upon the net value of the saved property.}

{Cited in *Baker v. The Slobodna*, 35 Fed. 542.}

{In admiralty. Libel by William Reed and others against the cargo and materials of the ship Elizabeth Bruce, for salvage service. Decree for libelants.}

W. W. McCall, for libelants.

S. J. Douglas, for respondent.

MARVIN, District Judge. This ship, bound from Liverpool to Mobile, on the night of the tenth of January last, ran ashore on that part of Carrysfoot reef known as “Elbow Key.” The next morning she was boarded by the masters of the wrecking vessels, the Col. De Russey, the Champlin and the Parallel, carrying in all twenty-eight men. Their assistance was accepted to get the ship off. The ship lay in seven and ten feet water, she drawing fourteen feet. The wreckers carried out an anchor, lightened the ship, by boating a considerable part of the cargo, to their vessels, and discharging the residue alongside. She had but little cargo in. The ship leaked badly, and they performed considerable labor at the pumps. They labored at the ship five days in making efforts to get off, during the greater part of which time the weather was boisterous and windy. The ship finally bilged and became a total loss. The materials saved from the ship have been sold for \$1,088.34, and the cargo has been appraised at \$7,187.76. Forty-five per cent, upon the net value of the property saved by the principal salvors, and fifty per cent upon the net value of that saved by the boat Union, will, in my judgment be a reasonable salvage. It is therefore ordered, adjudged, and decreed, that the costs and expenses of this suit, the wharfage, storage, labor bills, notary public fees, merchants’ commissions, and all other charges upon the cargo and materials up to the time and including the reshipping of the cargo (except the proctor’s fee for defending this suit) be first ascertained and allowed by the court, and paid to the parties entitled thereto, and that forty-five per cent of the residue be allowed to the principal salvors, on the property saved by them, and fifty per cent be allowed to the boat Union on the net amount saved by that boat in full compensation for their salvage. That the clerk apportion the costs, expenses, and salvage between the materials and cargo, so as to show the amount properly chargeable to each. That he also apportion

The ELIZABETH BRUCE. REED et al. v. The ELIZABETH BRUCE.

the costs and expenses between the different interests of the salvors, so that each interest shall contribute its proper proportion of the said costs and expenses. And that it be referred to Mr. Baldwin, as commissioner, to make the division of the salvage according to then-respective interests, and that upon his reports being confirmed the clerk pay the salvage accordingly. That the commissioner, in making division of the salvage, deduct one-fifth from the shares of Wm. I. Roberts, John Pierce, George Demeritt and Patrick Carey, seamen belonging to the schooner Col. De Russey, on account of their refusal to

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return in the vessel to the reef, to get an anchor that had been left there at the time of rendering the salvage service, and that the sums so deducted be added to the shares of the residue of the crew that did go for the anchor.