

Case No. 5,152. FULMER V. PATTERSON ET AL.
[36 Leg. Int. 496; 14 Phila. 527; 26 Int. Rev. Rec. 6.]

District Court, E. D. Pennsylvania.

Dec. 15, 1879.

SALVAGE—WHAT IS SALVAGE SERVICE—COMPENSATION.

[Towing oil barges, which have been cast loose from a burning wharf, and are still in danger, to a place of safety, is a salvage service, but, being rendered by a tug in the direct line of its business, and without danger to itself, is entitled to only a small compensation.]

In admiralty. From the libel, answer and depositions in this case the facts appear as follows: On the 12th of June, 1879, two barges were lying at a wharf on the Schuylkill taking in oil. A destructive fire had raged the day before among the neighboring wharves, sheds and shipping. On the 12th a vessel loaded with oil, which had been towed into the stream, burst, and burning oil floating from her on the water set fire to the wharf at which respondents' barges lay. The libellant's tug towed them out of danger, and now claims salvage \$600. The respondents alleged that it was the farther end of the wharf that was on fire, and they left the wharf to drop down stream, being in no immediate danger, as a precautionary measure. That they could have readily effected escape by their own efforts; that they accepted libellant's offer "to throw them a line" simply as a "tow," and so considered the whole transaction, which only occupied a few moments. That they had offered and were still ready to pay libellant for towage service. And asked that the libellant be nonsuited as to salvage.

H. G. Ward and H. R. Edmunds, for libellant.

A. Sydney Biddle, for respondents.

BUTLER, District Judge. Although the vessels might possibly have escaped by the

use of their poles, and the aid of the tide; they were, nevertheless, in peril. Their situation demanded assistance; that those in charge believed so is shown by their call for help at the time, and their statements, as witnesses, since. The services rendered were, therefore, "salvage services," and must be compensated accordingly. The testimony respecting the value of the vessels is conflicting and irreconcilable.

The libellant incurred no risk, and was detained but a few minutes. "What he did was in the direct line of his business, and subjected him to no inconvenience. In view of all the circumstances, I think sixty-five dollars a just allowance; and a decree for this sum, with costs, will be entered.