

Case No. 7,024. THE INDIAN HUNTER.
LOWE ET AL. V. THE INDIAN HUNTER.

{6 Adm. Rec. 343.}

District Court, S. D. Florida.

Aug. 10, 1859.

SALVAGE—COMPENSATION.

[A large number of wrecking vessels and men were employed, weather permitting, for one month, in rescuing cargo from a ship stranded on the Florida reef, and succeeded in saving property of the value of \$91,076.70. *Held*, that the salvors were entitled to \$33,852.62 as compensation.]

[Cited in *Baker v. The Slobodna*, 35 Fed. 542.]

{This was a libel filed by John Lowe and others against the cargo and materials of the ship *Indian Hunter*, Austin, master, to recover compensation for salvage services.}

Winer Bethel and W. C. Maloney, for libellants.

S. J. Douglas, for respondent.

MARVIN, District Judge. It appearing to the court that this ship, laden with three thousand seven hundred and fifty bales of cotton, bound from Mobile to Liverpool, on the night of the 25th of June last stranded upon the Florida reef, and was totally lost, and that a large number of wrecking vessels and men were employed, off and on, as the weather would permit, one month, in saving the cargo and materials; that they have saved of the cargo three thousand four hundred and thirty-two bales of cotton, eighteen hundred and twenty-five bales of which were saved from the lower hold by diving, and all of it saved in a more or less damaged condition; that the whole cargo has been sold under an interlocutory decree of the court for the sum of \$88,220.75, and the materials for the sum of \$2,855.95: Now, therefore, the premises considered, it is ordered, adjudged, and decreed that the clerk pay out of the proceeds of the sale of the said cargo and materials, to the libellants and petitioners, as follows, to wit: To the parties comprising the first consort ship, the sum of eight thousand five hundred and seventy-two dollars and twelve cents, for their services in saving seven hundred and sixty-eight and a half bales of cotton, sold by the marshal as "dry," being one-quarter of the value thereof; to the same parties, ten thousand three hundred and twenty dollars and eight cents, for saving eleven hundred and forty-one bales sold by the marshal as "slightly damaged" and "damaged," being forty-two per cent upon the value thereof; to the same parties, one hundred and eighty-two dollars and fifty-three cents, for saving portions of the ship's materials; to the parties comprising the second consort ship, three thousand one hundred and fifty-five dollars and thirty cents, for saving three hundred and ninety-one bales of cotton sold as "damaged," being forty-two per cent of the value thereof; to the same parties, five hundred and forty-six dollars and thirty-seven cents, for saving portions of the ship's materials; to the owners, masters, and crews of the schooners *Libbie Sheppard*, *Champion*, and *Non-*

The INDIAN HUNTER.LOWE et al. v. The INDIAN HUNTER.

pareil, nineteen hundred and ninety-five dollars and fifty cents, being one-half the value of two hundred bales of cotton saved by them by diving; to the owners, masters, and crews of the schooners Champion and Nonpareil, two hundred and thirty-three dollars and thirty-six cents, being one-half of the value of twenty-four bales saved by diving; to the schooner Harriet B. Hawkins, six hundred and sixty-eight dollars and fourteen cents, being one-half the value of sixty-six and a half bales, saved by diving, and twelve dollars and thirty-seven and a half cents for saving materials; to the Libbie Sheppard and Alice, eleven hundred and ninety-three dollars and fifty cents, being one-half the value of 119½ bales, saved by diving; to the schooner T. E. Bond, sixteen hundred and forty-eight dollars and forty-three cents, being one-half the value of 177 bales saved by diving, and twelve dollars and twenty-one cents for saving materials; to the schooners T. E. Bond and Belle of the Cape, eighteen hundred and sixty dollars and ninety-three cents, being one-half the value of 194 bales saved by diving; to the schooners Temperance, Fashion,

and Wye, eight hundred and forty-eight dollars and eighty-one cents, being one-half of the value of 89 bales, saved by diving; to the schooners Dudley and Sea Drift, four hundred and twenty-eight dollars and ninety-four cents, being one-half the value of 46 bales, saved by diving; to the schooner Sea Drift, one hundred and ninety-two dollars and ninety-three cents, being one-half the value of 21 bales, saved by diving; to the schooner Young America, one thousand-twenty-three dollars and eighty-one cents, being one-half the value of 107 bales, saved by diving; to the schooner Dudley, five hundred and sixty-two dollars and fifty cents, being one-half the value of 60 bales, saved by diving; to the schooner Livinia, one hundred and one dollars and seventy-five cents, being one-half the value of eleven bales, saved by diving, and one dollar thirty-seven cents, for saving ship's materials; to the sloop Union, nine dollars and thirty-seven cents, being one-half the value of one bale, saved by diving; to the sloop Alice, one hundred and fifty dollars, being one-half the value of fifteen bales, saved by diving, and one dollar and eighteen cents for saving materials; to the schooner Louisa Tift, ninety-eight dollars ninety-two cents; to the schooner F. J. Moreno, thirteen dollars and eighty-seven cents; to the schooner Mary Browne, seven dollars eighty-eight cents; and to the B. W. Roberts, four dollars and forty-five cents,—for saving portions of the ship's materials; the total salvage herein allowed for saving the materials of said ship being eight hundred and eighty-one dollars and fifteen cents, and the total salvage for saving the cargo being thirty-two thousand nine hundred and seventy-one dollars and forty-seven cents,—making the aggregate salvage on cargo and materials \$33,852.62. That the clerk pay out of the residue of the proceeds the costs and expenses of this suit and other charges, as allowed by the court. That the cargo and materials be severally charged with the expenses incurred on account of each separately, and that such expenses as have been incurred for the common benefit be apportioned between the cargo and materials, according to their respective values. And the said costs, expenses, and charges being now ascertained and apportioned as herein directed, it appears that the total salvage, costs, and charges upon the ship's materials are ten hundred and ninety dollars and eighty-nine cents, and the residue of the proceeds of said materials is \$1,765.06, which is hereby ordered to be paid to Capt Austin for and on account of whom it may concern. And that the total salvage, costs, and charges upon the cargo are \$40,902.27, and that the residue of the proceeds of said cargo is \$47,356.31, now remaining in the hands of the marshal and clerk to abide the further order of the court. That the salvage be referred to Commissioner Baldwin to divide among the salvors, according to the standing rule of court.