

THE SOPHIA HANSON.*

District Court, E. D. New York.

March 24, 1883.

1. TOWAGE—UNCONSCIONABLE AGREEMENT.

The court will not enforce an agreement to pay an unconscionable sum as towage made between the master of a schooner aground and the tug that pulled her off.

2. SALVAGE—AGREEMENT TO PAY.

An agreement by such master to pay such sum for a salvage service is not conclusive, and is to be considered in connection with the other facts bearing upon the question as to the nature and value of the service.

3. SAME—AMOUNT.

Five hundred dollars was awarded as a salvage compensation to a tug for pulling a schooner, valued at \$10,000, off a bank, in the harbor of New York, where she had grounded, on an ebb-tide, in fine weather, there being no danger to the tug, and the service taking only a few hours.

In Admiralty.

Beebe, Wilcox & Hobbs, for libellant.

Hall & Harvey, for claimant.

BENEDICT, J. If this action was based upon a contract made between the master of the schooner that grounded on the west bank, and the tug that pulled her off, as a contract for towage, the libellant could not recover, for the reason that the court would not enforce an agreement to pay \$1,000 for a few hours of ordinary towage service, such an agreement being clearly unconscionable. But the action is not based upon contract. The claim rests upon a salvage service performed. In such an action the agreement of the master to pay \$1,000 for the service is by no means conclusive on the question of the amount of salvage to be awarded. The agreement made is to be considered in connection with the other facts bearing upon the question as to the nature and value of the service, and that is all.

Looking at all the circumstances, I am of the opinion that the master of the schooner was too liberal in his views of the value of the service rendered to his vessel. That service consisted simply in pulling the schooner off the west bank, where she had grounded on an

ebb-tide, having missed stays. No danger was incurred by the tug in performing the service, nor any damage sustained. The weather was fine, and the damage to the schooner was not great. The value of the schooner and her cargo was about \$10,000. I consider

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\$500 to be a liberal salvage compensation to be paid by the schooner and the cargo, in proportion to their respective values.

As no tender of any sum was made, the libelant must recover his costs.

* Reported by R. D. & Wyllys Benedict.

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