

THE SWIFTSURE.<sup>1</sup>  
CHAPMAN *v.* THE SWIFTSURE.

*District Court, E. D. New York.*

June 2, 1888.

SALVAGE—SPECIFIC SUM AGREED UPON—DISPUTE AS TO  
AMOUNT—UNREASONABLE AMOUNT—AWARD.

As the tug *W.* was cruising in the neighborhood of Sandy Hook she learned that the steamer *S.* was lying disabled some 15 miles down the Jersey coast, and proceeded to her assistance. The *S.*, with a valuable cargo on board, was lying some eight miles from the beach, unable to proceed an accident having happened to her machinery. The weather was intensely cold, both vessels were covered with ice, and a thick fog prevailed. A bargain was made between the masters of the tug and the steam-ship to tow the latter to New York. The libel alleged that the agreed compensation was \$4,000; the answer alleged that it was \$400. The value of the tug was claimed to be \$30,000; the value of the *S.* \$75,000 or \$100,000, her cargo \$80,000, and her freight about \$11,000 or \$12,000. *Held*, on the evidence, that the sum agreed on was \$4,000; and, as this was not such an unreasonable price for the salvage service as to require the court to set aside a contract deliberately made to pay that sum, the libelants should recover \$4,000, but without costs.

In Admiralty.

*Goodrich, Deady & Goodrich*, for libelant.

*Butler, Stillman & Hubbard*, for claimant.

BENEDICT, J. The clear weight of evidence is to the effect that the master of the *Swiftsure* agreed with the master of the libelant's tug that a salvage compensation of \$4,000 should be paid for the services of the tug in relieving the steamer. The only question open to discussion is whether the price so agreed on was unreasonable. Upon the evidence, and taking into consideration the value of the steamer and her condition, I am not prepared to say that \$4,000 is a sum so out of proportion to the benefit received as to require the court to set aside a contract deliberately made to pay that sum. The libelants may therefore have a decree for \$4,000.

I give no costs, because I consider the sum awarded a very liberal salvage compensation for the work and labor that the libelant's tug was called on to perform. A distribution of the salvage will be made on application of the parties interested.

<sup>1</sup> Reported by R. D. & Wyllys Benedict, Esqs., of the New York bar.