

THE WISCONSIN.¹
CUSHING AND OTHERS *v.* THE WISCONSIN.

District Court, E. D. New York.

May 6, 1887.

SALVAGE—RUDDERLESS
WEATHER—AWARD.

VESSEL—SERVICES—RISK—DOUBTFUL

The steam-ship *W.* went ashore, and got off with the loss of her rudder. She approached close to the harbor of New York, moving backward, when she was met and taken into the harbor by the steam-ship *N.* The *W.* was sound and staunch, and in no especial danger, but the weather was doubtful, and her master desired to be in the harbor before the fall of night, in view of her disabled condition. The *N.* incurred little risk. Her value was \$450,000, the value, of the *W.*, her cargo, and freight, was \$505,234.37, *Held* that \$4,000 salvage should be allowed.

THE WISCONSIN. ICUSHING and others v. THE WISCONSIN.

In Admiralty.

Wilcox, Adams & Macklin, for libellant.

Nash & Kingsford, for claimant.

BENEDICT, J. It is not disputed that a salvage service was rendered to the steam-ship Wisconsin by the steam-ship Nevada, on the occasion when the Wisconsin, having been ashore and been gotten off, was assisted by the Nevada into the port of New York. The Wisconsin, at the time the services were undertaken, was near the buoy off Fire island, moving astern by the power of her screw, aided by her sails, towards the harbor of New York. She was in distress, having lost her rudder, but, aside from the loss of her rudder, she was sound and staunch. She had been in communication with her agents in New York by telegraph, and was at the time awaiting and expecting the coming of a tug in accordance with her telegram. The weather was good. She had several times been offered assistance, and had declined it, when the steam-ship Nevada, a steamer of the same line,¹ appeared, bound out from New York. The Nevada was requested to turn back and aid to steer the Wisconsin into port. She consented, at some risk of rendering her supply of coal short for her voyage, and, by means of hawsers attached to the stern of the Wisconsin during some seven hours, she controlled the course of the Wisconsin, so that she came safely to anchor in the lower bay. The service was attended with little risk or extra labor. The Wisconsin was at the time in no great peril. She could anchor, and was justified in expecting to be taken in by the tug that had been sent for. She was, moreover, at the very mouth of the harbor of New York. Doubtless the sole reason why the master of the Wisconsin desired the assistance of the Nevada was the fear that the expected tug would not reach him in time to enable him to get into port before nightfall, and the steam-ship would be thus compelled to spend the night outside. Rudderless as the Wisconsin was, with the outlook of the weather doubtful, her master evidently thought it the more prudent course to get inside before nightfall, by the aid of the Nevada, rather than wait longer for the expected tugs.

The value of the Wisconsin her cargo and freight, was \$505,234.37. The value of the Nevada was \$450,000. On her arrival out, the crankshaft of the Nevada was found to be cracked, but the evidence is not sufficient to warrant a finding that the crack in the shaft occurred during the rendition of the Salvage service in question.

Taking all the circumstances into consideration, I am of the opinion that \$4,000 will be a proper salvage compensation for the services rendered by the Nevada on the occasion in question. The apportionment of this sum among those entitled to share it is left till the entry of the final decree.

¹ Reported by Edward G. Benedict, Esq., of the New York bar.

¹ Underwriters were the real parties In Interest in the above suit. The point as to the ownership of the two Vessels was intentionally not raised upon the trial.—[REP.