

SPRECKLES *ET AL.* V. THE BRUSSELS.

District Court, N. D. California.

February 28, 1889.

SALVAGE—COMPENSATION.

On an alarm of distress being given by the bark B., which proved to be on fire, the tug A. proceeded immediately to the assistance of the bark, and during a period of about a half an hour, and until the city fire-boat came up, fought the flames; and, while not succeeding in subduing them, apparently prevented the fire from spreading to a quantity of oil constituting a part of the cargo. Afterwards, when it was found impossible to extinguish the fire without flooding the bark with such a quantity of water as would expose her to the danger of sinking, the A. towed the bark to certain flats, where it was hauled upon the mud and the fire was extinguished. The vessel was valued in her damaged condition at \$15,000, the cargo at \$55,312.56. *Held*, that the sum of \$1,500 would be allowed the tug.

In Admiralty.

Milton Andros, for libelants.

Page & Eells for claimant.

HOFFMAN, J. The evidence in this case, in some particulars, is conflicting, but it is not difficult, I think, to arrive at a clear view of the facts. About 11 o'clock of the night of the 9th of March, 1888, an alarm was given along the city front, indicating that some vessel in the harbor was either on fire or in need of assistance. The steam-tug Alert which was then engaged in carrying mails to the steam-ship Alameda, instantly got under way, and went in search of the vessel in distress. She was directed to the bark Brussels, then lying in the stream, which proved to be on fire, kindled, as was afterwards ascertained, by incendiaries—Dense volumes of smoke were issuing from her after-hatch, indicating that the fire, was raging with great violence. She instantly attached their hose, and commenced playing two streams into the hatch,—one of them through a hose known as the "Regulation Hose," and the other through a hose of smaller dimensions. She succeeded in so far subduing the fire as to prevent the flames from rising through the hatch. The smoke, however, still continued very dense, and the fumes, probably of burning mustard seed, were of a peculiarly acrid and suffocating character. The heat was also so intense that the men handling the hose had to be relieved at short intervals. After a time, variously estimated at from 20 to 40 minutes, the city fire-boat arrived. She at once passed on board four lines of hose, and commenced playing down the hatch. It soon became evident, however, that the water could not reach the seat of the fire, and that the latter could not be extinguished except by flooding the vessel with a quantity of water, which would expose her to the imminent danger of sinking at her moorings. It was then suggested—I think by Capt. Douglas—that she should be taken to the Mission flats, and hauled up on the mud. This was done, the Alert performing the effective part of the towage service. Capt. Douglas states that before the fire-boat came up he had the fire under control. In this,

I think, he is clearly mistaken. That he had succeeded in checking its progress, and preventing the flames extending to the mustard seed and oil with which she was stowed, may, I think, be fairly inferred. The condition of the mustard seed and the oil showed afterwards that a very short time would have been required to have involved those articles in the conflagration, and, had they become thoroughly ignited, it would probably have been impossible to save the ship; but that the fire was not under control is obvious from subsequent events. The ship had been on the mud for a considerable time before it appears to have occurred to anyone to obtain access to the fire by cutting holes through her decks. The condition of the boiling pitch and the great heat of the planks clearly indicated where the seat of the fire was, and a couple of holes were cut in the deck, which exposed the fire, and enabled the hose to play directly upon it. After a comparatively short time the fire was totally extinguished, and sails and burning cables were hauled on deck. The Alert then returned to the wharf, and resumed her work of carrying mails to the Alameda. She came back later, however, but there was then no need of her service, there being no signs of fire about the ship. The service in which she was actually engaged lasted a few hours. She incurred no risk either to herself or to the members of her crew engaged in handling the hose, but her service was important. It was rendered with commendable alacrity and promptitude, and it may be that, had she, not proceeded instantly to the scene of the conflagration, the fire might have reached the mustard seed and the oil, and rendered the destruction of the ship inevitable. Her towage service was undoubtedly a salvage, service, and, I think, indispensable. Had the ship been obliged to wait for a tug to perform, that service, it is possible that the fire might have obtained such headway as to render its extinguishment extremely difficult, or caused far greater damage to the cargo than it actually sustained. These I believe to be an outline of the facts. In estimating the imminence of the peril, I am naturally driven more or less to conjecture. How long the tug had been at work before the fire-boat came up cannot certainly be known. It was probably about a half hour. Whether during that interval the fire would have reached the mustard seed and the whale oil, and so far ignited them as to put it beyond the power of the fire-boat to extinguish, or even check, the flanges, is also a matter of conjecture. It is certainly possible, and I think probable, that the services of the tug in this respect were valuable; and, though I cannot say that she certainly saved the ship from destruction, she contributed to it very possibly in an important degree. The value of the vessel in her damaged condition is agreed to be \$15,000. The agreed value of the cargo is \$55,312.56. I shall allow the sum of \$1,500.