

One witness testifies that in his opinion the scows would have ridden out the gale if not rescued; others thought not. Considering the fact that the gale moderated at 7 P. M., that the scows did not get into smoother water until about 3 P. M., and were therefore exposed to the gale for four hours without substantial injury, so far as appears, although from 3 to 7 P. M. the sea was probably rising, and the danger to such scows greater, it is not impossible that they might have ridden out the gale in safety. Though I cannot, therefore, treat the case as one of certain destruction of the scows except for the relief afforded by these salvors, the peril was evidently great. Abandoned by their own tug, though not strictly derelict, they were for the time being practically so, as the men on board were wholly destitute of any means of helping themselves. The anchors were very light, not adapted for service at sea, and if thrown overboard would have been of no use. The value of the scows was \$20,000; that of the Olive Baker \$15,000. In rendering the service, one side of the tug's house was stove in, and her boiler shifted. The expense of the necessary repairs, including demurrage during the necessary time for making them, and the loss of towage in abandoning the schooner, amounted to about \$500. The chief elements in the case that entitle the salvors to a liberal reward are the imminent jeopardy of the tow, with the lives of those on board, and the great bravery, persistence, and skill of the pilot of the Olive Baker and his crew in going to and in rescuing the tow after it had been abandoned by one tug, and after others had feared and refused to attempt to save it. In rendering these services the salvors labored under peculiar difficulties, to some extent in peril of their own lives, and their success was perfect in rescuing the tow without substantial injury. Under such circumstances, I think an allowance of \$5,000 no more than a suitable recognition of the peculiar merit of this salvage service. Of this sum the pilot and crew should receive one-half, and the owners of the tug the other half; the latter including the damage to the tug. Out of the allowance to the master and crew I allow \$500 to the master, and the residue is to be divided among the master, engineer, and crew, in proportion to their wages.

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THE TANCARVILLE.<sup>1</sup>

ATLANTIC & C. S. S. Co. v. THE TANCARVILLE.

(District Court, S. D. New York. April 23, 1891.)

**SALVAGE—STEAM-SHIP—BROKEN MACHINERY—TOWAGE TO PORT.**

The steam-ship Tancarville, deeply laden, met with rough weather, and her machinery broke down. She made sail, but, owing to her deep lading, was unable to steer properly, made little progress, and began to jettison her cargo. The weather was fair, but the vessel was somewhat out of the track of steamers, and in a region especially liable to storms. The steam-ship Venezuela came up, and,

<sup>1</sup> Reported by Edward G. Benedict, Esq., of the New York bar.

getting a hawser to the Tancarville, towed her into port without accident, difficulty, or danger. The duration of the service was 50 hours, and the detention of the Venezuela by reason of such service 24 hours. The value of the Tancarville and her cargo was \$37,432; of the Venezuela and cargo, \$380,000. *Held*, that the Venezuela should recover \$3,000 salvage, and \$200 for damage to hawser.

In Admiralty. Suit to recover salvage.

*Wing, Shoudy & Putnam*, for claimants.

*Coudert Bros.*, (Mr. Jones, of counsel,) for libelants.

BROWN, J. The above libel is filed to recover for salvage services rendered by the libelants' steam-ship Venezuela to the French steam-ship Tancarville, in towing her from a point about 140 miles east of Cape Hatteras to New York, on April 10, 11, and 12, 1891. The Tancarville is a steamer of 1,763 tons burden, and was bound from Carthagena to Philadelphia, deeply laden with iron ore. Prior to the 6th of April she had met rough weather, part of her machinery had given out, and on that night her machinery completely broke down. They thereupon made sail; but, though the weather was fair, the ship, owing to her deep loading, made but little progress, and could not be properly steered. Thereupon, to lighten the ship, and to improve her steering, about 60 tons of cargo were jettisoned daily until 6 o'clock on the morning of the 10th of April, when the Venezuela, bound from La Guayra to New York, sighting the signals of distress, came to her assistance, and took her in tow. The weather and sea continued favorable, and they arrived at this port on the morning of Sunday, April 12th, at about 9 o'clock, without injury to either vessel, and without accident, except the parting of the hawser at 10 p. m. on the night of the 10th, in consequence of which the Venezuela lay by until morning, when towage was resumed. The value of the Tancarville was \$75,000; of her cargo at Philadelphia, the place of delivery, including freight, \$12,432. The value of the Venezuela was \$350,000; of her cargo, \$280,000,—in all \$630,000. The duration of the towage, including the night that she lay by, was 50 hours. The detention caused to the Venezuela by her service, 24 hours. The weather being favorable during the whole time, there was no difficulty and no danger other than belong to ordinary towage at sea. When the services of the Venezuela were engaged, the master of the Tancarville desired to be towed to the Delaware Breakwater; but the master of the former was unwilling to make this deviation. He understood also that the Tancarville was short of provisions. She was out of flour, but of other provisions had a supply sufficient for several weeks. The master of the Tancarville asked for further supplies of provisions in case the Venezuela should not take him in tow; but, being taken in tow, no provisions were asked for or supplied. The Tancarville was considerably to the eastward of the track of steamers going to the West Indies or the Gulf of Mexico, though she might expect to fall in occasionally with some steamers usually passing not far from her situation. She was confessedly unable to reach port by sail, except upon a sacrifice of a considerable part of the cargo, and upon continuance of favorable weather, of which there was no assurance, as that region was specially liable to

head-winds and storms, with which, through the Tancarville's lack of proper steering power under sail, she was wholly unable to cope. The case was therefore one of urgent necessity to the Tancarville, while the value of the ship and cargo employed in the service was large. The other elements which are usually regarded in determining the amount of a salvage award, namely, the difficulty or danger attending the enterprise, and the courage, daring, or skill employed in it, exist here in but a minor degree. Having reference to adjudicated cases so far as their analogies extend, and to the objects designed to be secured by salvage compensation, I think that \$8,000, with \$200 for damage to hawser, will in this case be a suitable allowance to the salvors; for which amount, with costs, a decree may be entered.

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THE ROANOKE.<sup>1</sup>

WARREN *v.* THE ROANOKE.

(District Court, S. D. New York. April 8, 1891.)

**COLLISION—STEAM AND SAIL—CHANGE OF COURSE SEVEN POINTS BY SAILING VESSEL.**

The steam-ship *Roanoke* was off the Jersey coast, steering S. S. W.,  $\frac{1}{4}$  W., on a clear moonlight night. She saw nearly ahead the green light of the brig *Hyperion*, which was sailing N. E. by N., with the wind one point free. The green light of the brig soon after shut in, and her red light appeared, nearly ahead of the steamer, whereupon the steamer hard a-ported, and held the port helm until the collision. The vessels at the time the steamer ported were about half a mile apart. When the vessels were very near, the green light of the brig reappeared, whereupon the steamer stopped and backed, but was unable to avoid collision, and the brig was sunk. Held, on the evidence, that the collision was due to the fault of the brig in changing her course when the vessels were very near, and that the steam-ship was not liable for the collision.

In Admiralty. Suit to recover damages caused by collision.

*Owen, Gray & Sturges*, for claimant.

*George A. Black*, for libellant.

**BROWN, J.** On the night of October 20, 1888, the steam-ship *Roanoke*, bound south, came into collision with the brigantine *Hyperion*, bound north, off the Jersey coast, to the eastward of Absecom light. The *Hyperion* sank not long after the collision, and both ship and cargo were lost. This libel was filed to recover for the loss of the cargo. The question is whether the steamer was in any degree in fault. The wind was fresh from the north-west, the night clear, with moonlight, and poor for seeing lights. The previous course of the steamer was S. S. W., by  $\frac{1}{4}$  W.; that of the *Hyperion* N. E. by N. The latter was on her port tack, with the wind one point free. In steering she yawed about one point each way from her mean course. The libellant claims that the

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