

The libelant claims that the whole responsibility for not sufficiently anchoring the scow rested with the tug. The testimony as respects the duties of the boatmen in charge of the scow is slight. From previous cases of the kind before me, my impression has been that it was a part of the duty of the boatmen to look after the security of his boat, and this is inferentially sustained by some passages in the testimony in this case. In the absence of contrary testimony on this point, therefore, I think I ought to find that under circumstances like the present, it was the duty of the boatmen, as well as of the tug having the tow in charge, to make use of both the anchors available for secure anchorage, when they proposed to leave the scow for the night unattended and in a strong wind; and that the failure to put out two anchors instead of one was culpable in both. The libelant, therefore, can recover but half the amount of the salvage award, viz., \$600, with interest, and the costs of this suit. Decree accordingly.

THE MERJULIO.

(District Court, S. D. New York. April 26, 1895.)

SALVAGE—FIRE IN HEMP CARGO AT WHARF—HOSE COMPANY.

While the M. was lying at a wharf at Progreso, a fire broke out in her cargo of hemp. It was put out by the steam pump and hose from a neighboring vessel, aided by a shore hose and pump company and a small tug. The value of ship and cargo being \$55,000, and nearly all saved, \$2,100 was allowed as salvage.

This was a libel against the steamship Merjudio for salvage.

Wilcox, Adams & Green, for New Blue Star S. S. Co.

Goodrich, Deady & Goodrich, for New York & C. Mail S. S. Co.

Wing, Shoudy & Putnam, for the Agencia Commerciale.

Convers & Kirlin, for The Merjudio.

Carter & Ledyard, for the cargo.

BROWN, District Judge. The service for which a salvage award is here claimed is for pumping water upon and into the steamship Merjudio, with her cargo of hemp, and putting out a fire which occurred in her forward port bunker, while the vessel was lying near the end of a wharf at Progreso on the 19th of July, 1894. The fire broke out between 12 and 1 o'clock p. m. The steamer Polano lay on the opposite side of the wharf with steam up. She had not sufficient length of hose, however, to reach the bunkers of the Merjudio, and two lengths were obtained from the Agencia Commerciale by means of which she was able to reach the Merjudio, and she then continued pumping, as I find, from one to two hours. Not long afterwards the Agencia Commerciale likewise got another powerful stream at work. The small tug Moran was also near at hand, and her small fire hose was called for and used for a short time. The fire was thus speedily put out.

In behalf of the steamer it is claimed that her own appliances, which were also used, would, in fact, have been sufficient. This possibly might have been so had her men at first known the exact location and the extent of the fire, and precisely how best to deal with it. Those things, however, were not at first known, and all the appliances available were prudently called for, and made use of, as such fires are always more or less dangerous.

The value of ship and cargo was \$55,000, and the damage was comparatively small. Besides the supply of help above stated, there does not seem to have been any other help available. While these circumstances enhance the claims of the salvors, the fact that all these appliances were near the ship, and involved very moderate labor, and no danger, require but a moderate award to be given. The Polano was not called on to change her position, but merely to give the use of her steam pumps and hose to her neighbor on the other side of the wharf; while her own appliances without the hose obtained from the Agencia Commerciale were insufficient for effective service; and her officers and crew rendered very small aid.

Upon all the circumstances, I think \$2,100 will be quite a sufficient award, of which \$100 should be allowed the Moran, and \$1,000 each to the Polano and the Agencia Commerciale. Of the amount awarded to the Polano, one-fifth only will go to the officers and crew, of which \$50 should be paid to the master, \$40 to the chief engineer, and the residue to the other officers and crew in proportion to their wages. Decree may be entered in accordance herewith, with costs.

THE HUDSON.

THE THOMAS QUIGLEY.

THE JEREMIAH F. BARNES.

TICE et al. v. THE HUDSON et al.

(District Court, S. D. New York. May 13, 1895.)

SALVAGE—ICE—STANDING BY—PROOF OF BENEFIT.

Barges in Huntington Bay were in a situation of apprehended danger from ice in a sudden gale; the tug C., upon request, stood by, and for 18 hours did various services in aid of the barges. *Held*, that the service was of a salvage nature, and presumably beneficial, and that absolute proof that the result would have been worse but for such help was not requisite; and upon a value of \$3,000, \$250 was allowed.

This was a libel for salvage filed by Charles O. Tice and others against the barge Hudson and the canal boats Thomas Quigley and Jeremiah F. Barnes.

Stewart & Macklin, for libelants.

Hyland & Zabriskie and Charles M. Hough, for the Hudson and the Thomas Quigley.

George A. Black, for the Jeremiah F. Barnes.