In each case there will be a judgment as follows: The decree of the district court is affirmed, with interest, and with the costs of this court against the appellant.

THE RANGER.

BROWN v. THE RANGER.

(District Court, E. D. New York. June 10, 1896.)

SALVAGE SERVICES—COMPENSATION.

The services of a steamboat engaged in the menhaden fishery, in going to the assistance of a similar steamboat stranded on the Brigantine shoal, lying by her all night, and pulling her off next morning, with the assistance of another vessel, at considerable risk and peril, *held* to have been a salvage service, for which $1,750 should be allowed on a valuation of $9,000, the salving vessel also being worth about $9,000.

This was a libel in rem by Samuel S. Brown against the steamboat Ranger, to recover compensation for salvage services.

Carpenter & Park, for libelants.
Stewart & Macklin, for claimant.

BENEDICT, District Judge. This is an action by the owners of the steam fishing boat E. S. Allen to recover salvage compensation for services rendered in July, 1894, to the fishing steamboat Ranger. The Ranger was a steamboat engaged in menhaden fishery, and on the 13th day of July, 1894, she got ashore on the Brigantine shoal, perhaps the most dangerous shoal on the Jersey coast. Her position was one of extreme peril, and there is little reason to doubt that, if she had not received assistance, she would have become a total loss. The Allen was a steamboat also engaged in menhaden fishery, and was lying, with two or three other fishing steamboats, some two miles off. These boats refused to go to the assistance of the Ranger, on account of the risk. The Allen, however, concluded to run the risk, and proceeded to the Ranger for the purpose of getting her off. On arriving at the Ranger the tide had fallen two or three feet, and nothing could be done that night. At the request of the master of the Ranger the Allen lay by her all night, and the next morning at dawn she began to pull at the Ranger. After continued exertions, aided for the latter part of the time by another boat (which boat, it is stated, has been settled with for her services), she succeeded in getting the Ranger off and taking her to New York in safety. The service was rendered not without considerable risk, and the peril to which the Ranger was exposed was extreme. The value of the Allen is agreed to be $9,000. The value of the Ranger is about the same. Clearly, the service was a salvage service, and entitled to salvage compensation. The only question is the proper salvage compensation to be paid for the services. Upon the evidence it is my opinion that a proper salvage compensation for the services rendered by the Allen would be $1,750, for which sum, with costs, let a decree be entered.

BROWN v. COXE BROS. & CO. et al.

(Circuit Court, E. D. Wisconsin. July 24, 1896.)

1. REMOVAL OF CAUSES—SEPARABLE CONTROVERSY.
   Where the cause of action is joint or several, and plaintiff elects to treat it as joint, no one of defendants can treat the suit as against him as severable for the purpose of removal.

2. TORT—JOINT LIABILITY.
   Plaintiff alleged that, while employed on a steamboat, he was injured by the falling of a coal bucket operated by one C., and that C. was negligent in using defective machinery, and in operating it negligently, and that the steamboat owner was negligent in not providing him a safe place for work, and in not warning him of the danger. *Held*, that as the alleged acts of negligence of C. and the steamboat owner, though distinct in themselves, concurred in producing the injury, their liability was joint as well as several.

This action was commenced in the circuit court for Milwaukee county, and, on petition and bond filed by the defendant Ketchum Steamship Company, an order for removal was entered by that court, and the cause was thereupon docketed here. Motion is made to remand, on the ground that the defendants are sued as joint tort feasors, and that the application for removal is by one alone.

The complaint alleges, in substance, that Coxe Bros. & Co. is a Pennsylvania corporation, owning and operating in Milwaukee the coal docks and the defective appliances from which injury came to the plaintiff; that the Ketchum Steamship Company was an Illinois corporation, owning and operating the steamer W. P. Ketchum, on which plaintiff was employed as watchman, and which was engaged in delivering a cargo of coal at the docks of, and with the appliances and operatives furnished by, Coxe Bros. & Co., consignees. The plaintiff alleges that he sustained serious injury from the falling of a coal bucket operated in behalf of Coxe Bros. & Co. while he was in the performance of his duty upon the deck of the steamer, and charges that Coxe Bros. & Co. is liable by reason of defective machinery and of negligence in its operation; that the Ketchum Steamship Company had knowledge of such defects and mismanagement, and is liable in not providing the plaintiff with a safe place for his work, and not warning him of the impending danger, to him unknown. Judgment is demanded against both defendants.

Markham & Nickerson, for plaintiff.
Winkler, Flanders, Smith, Bottum & Vilas, for Ketchum S. S. Co.

SEAMAN, District Judge. The question presented by the motion is whether, in any view, the facts alleged in the complaint charge the defendants with joint liability. In Smith v. Rines, 2 Sumn. 338, Fed. Cas. No. 13,100, Mr. Justice Story states, in reference to actions founded on tort, that "nothing is more clear than the right of a plaintiff to bring an action of this sort against all the wrongdoers, or against any one or more of them, at his election"; that "there is no principle upon which the defendant has a right, in any courts of justice, to say that the action shall be several, and not joint, and thus to take away the right of election, which the plaintiff has by law, to make it joint"; and that such privilege cannot be conferred upon the defendant through a removal of the suit from the state court. The doctrine there pronounced is now firmly established as the rule governing the right of removal. Railway Co. v. Ide, 114 U. S. 52, 5 Sup. Ct. 735;