fact of the disaster, and the burden of proof is put upon the libelant to satisfy the court upon the evidence presented and upon the reasonable probabilities of the case that the tug was guilty of the fault charged through failure to exercise ordinary skill and care.

There would seem to be no need to enter into a discussion of the voluminous evidence presented to the court. It would do no possible good, and would but incumber the reports. The considerations which have led to our conclusion may be briefly stated. The purpose of the tug was unquestionably to take her tow northward up the Milwaukee river. The contention of the tug is that she made the proper maneuver for that purpose at the proper time, and when about opposite the life-saving station. The charge in the libel is that the maneuver was not attempted until the schooner was within 150 feet of Benjamin's dock, when the tug, without signal, suddenly shot across the bow of the schooner, going at full speed, and fetched up on the towline with a tremendous jerk, which parted it. This is the only wrongful act asserted. If this charge be true, it exhibits not only a want of ordinary skill, but a willful and reckless act, and, as it seems to us, without possible motive to sanction it, or reason to suggest it. If, for any uncontrollable cause, the schooner had got within 150 feet of the Benjamin dock, and was in danger of colliding therewith, and the tug had suddenly shot across the bows of her tow, straining on the line, to swing her from her course to avoid collision, the alleged maneuver might be comprehended as a desperate act in extremis; but that skilled seamen, as were those on board of the tug, desiring to go up Milwaukee river, which was there 550 feet in width, should not change course from west to north before arriving within 150 feet of the west bank of the river, and this in manifest disregard of the most ordinary rules of seamanship, and without cause for or purpose in the delay, passes comprehension. Such action is only explainable or made credible upon the theory of utter incompetency in seamanship. The burden of proof being upon the libelant asserting this charge, it must be made out satisfactorily, and this has not been done. It is proven, as we think, by the preponderance of evidence, and is coincident with what was naturally to be expected under the circumstances, that the tug changed her course to the north, upon proper signal to the schooner, when about opposite to or easterly of the life-saving station; and that the schooner answered to the signal that her helm had been put hard a-port, but that for some reason she did not follow the course of the tug, but kept on a westerly course until the towline parted, and she collided with the dock; and this notwithstanding the efforts of the tug to turn her bow. This failure upon the part of the schooner may have resulted from the length of line which she had been unable for some reason to haul in, and the inability of the tug by reason thereof to properly control her movements. It may have resulted from the strong swell carrying her forward. It may

have resulted from failure of the schooner to respond to her helm. It may have resulted from a combination of these causes. No fault in respect to any of these possible causes is charged against the tug. It may have been for the reason, asserted by the witnesses for the libelant, that the helm of the schooner was not in fact put hard a-port until within 150 feet of the dock. The latter cause would clearly account for the disaster, and may have proceeded from failure to notice or from disregard of the signal by the master or wheelsman of the schooner. This cause, while it explains the disaster, would acquit the tug of fault if the signal was timely given, as is established by the preponderance of the evidence. Whatever the cause, it is not satisfactorily shown to be owing to the fault of the tug. It was of course the duty of the tug, when it became evident that the schooner did not answer to her helm, to make diligent effort to prevent collision. This she attempted to do, and in the doing of it the hawser parted, not by excessive strain upon it, or from chafing, but by cutting by coming in contact with the bobstay plates of the schooner, under the water, as is evidenced by the appearance of the line which was inspected by the court. We are not satisfied, upon a careful consideration of all the evidence in this case, that there was want of ordinary skill and care upon the part of the tug. While strenuous to hold those engaged in the towing of vessels to a strict performance of duty, we cannot place upon them a greater burden than the law imposes, or assume without satisfactory proof, or from the mere fact of injury, that they have been derelict in duty. The decree appealed from will be affirmed.

THE GEORGE W. CLYDE.

COMMERCIAL TOWBOAT CO. v. THE GEORGE W. CLYDE. LUCKENBACH et al. v. SAME. MORNING JOURNAL ASS'N v. SAME.

(District Court, E. D. New York. March 5, 1897.)

1. SALVAGE SERVICES—COMPENSATION.
   Services of tugs which came promptly to the assistance of a vessel in immediate danger of sinking in deep water from collision, and in some 15 minutes, without danger to themselves, beached her in a safe place, *held* to be salvage services for which $1,000 should be awarded.
2. SAME.
   The action of a tug in going voluntarily to a vessel injured by collision, merely to take off her passengers and crew, while other tugs summoned by the master, and adequate for the purpose, are engaged in rescuing her, is not a salvage service.

These were libels filed by the Commercial Towboat Company, by Lewis Luckenbach and others, and by the Morning Journal Association, against the steamer George W. Clyde, to recover compensation for alleged salvage services.

Carpenter & Park, for Commercial Towboat Co.
Peter S. Carter, for Luckenbach et al.
Benedict & Benedict, for Morning Journal Ass'n.
Robinson, Biddle & Ward, for claimant.

BENEDICT, District Judge. These are actions to recover salvage compensation for services rendered in towing the steamship George W. Clyde at the Narrows on the afternoon of February 29, 1896. The steamer George W. Clyde, a coastwise iron steamer, 250 feet long, having on board some cargo and passengers, outward bound, when passing through the Narrows, in a dense fog, encountered a collision which stove a large hole in her port side, and put her in danger of sinking immediately. When struck, she was in the middle of the channel at the Narrows, where the water was from 60 to 80 feet deep. The fog lifted almost immediately after the collision, and two steam tugs, the Joshua Lovett and the Dudley Pray, belonging to the Commercial Towboat Company, chanced to be opportunely within hailing distance. These towboats were immediately hailed by the master of the George W. Clyde, and, coming alongside of the Clyde on her starboard side, they passed their lines to her, and at once towed her to shore, some 800 to 1,000 feet away, where she was beached in safety. These towboats were made fast in about three minutes, and the vessel was beached in about fifteen minutes, time. There was no risk encountered by the tugs, no extraordinary exertion was put forth, and the towage was of an ordinary character. The service was, however, rendered promptly, and it saved the Clyde from the danger of sinking in deep water. I think that salvage compensation may well be awarded these tugs, and, in my opinion, $1,000 will be sufficient

salvage compensation for them both. I do not apportion the sum between the two boats, for the reason that they are owned by the same company.

At about the same time the steam tug Scandinavian, a tugboat belonging to the libelants Lewis Luckenbach and others, came up to the port bow of the Clyde. The object of her approach to the Clyde is plainly stated by Mr. Quail, who was on board of the Scandinavian for the Morning Journal, and who claims to have been in command of that tug as owner pro hac vice. This witness said: "I ordered Capt. Olson to lay the Scandinavian alongside of the Clyde, so that we might take off the crew and passengers." Again: "The tug's boarding ladder was put up to the side of the Clyde for no other purpose than to allow the crew and passengers of the Clyde to descend in safety to the tug." Again: "It was because of my desire to take these people off that the Scandinavian was first made fast to the Clyde, so as to keep her alongside until she got the people off." There is testimony showing that, when the Scandinavian approached, she approached in a shape that would render her assistance useless. But, however that may be, she got out one five-inch line, and made fast to the Clyde, and, after the crew and passengers were taken off, she no doubt, by means of her line, applied some power to the Clyde. But she received no orders from the Clyde, was not asked to render assistance, and the evidence shows plainly that her assistance was not needed. The two tugs that already were there, that were called at the request of the captain of the Clyde, and whose lines those on the Clyde had taken and fastened, were abundantly sufficient to put the Clyde in a place of safety. Under such a state of facts, in my opinion, the Scandinavian is not entitled to salvage—First, because her services were not needed nor furnished at the request of the captain of the Clyde; second, because, according to the testimony of Quail, the only object of her exertions was to take off the crew and passengers. Services of that character do not give rise to a claim for salvage against the ship. In my opinion, therefore, the claims of the Morning Journal and of Lewis Luckenbach and others for services rendered by the Scandinavian must be rejected. The decree will be that the libel of Lewis Luckenbach and others be dismissed, without costs; also the libel of the Morning Journal will be dismissed, without costs. On the libel of the Commercial Towboat Company the decree will be for $1,000 and costs.

THE LAMINGTON.

MERRITT et al. v. THE LAMINGTON.

(District Court, E. D. New York. January 23, 1897.)

SALVAGE COMPENSATION.

Arduous and expensive services to a vessel on shore on the Long Island coast were rendered by a wrecking company, the cargo lightered to New York, and the vessel hauled off, but it was much damaged. No case being found where successful salvors have not been awarded more salvage than the value of their services would be on the basis of quantum meruit, *held*, that a proper salvage for vessel and cargo would be $19,020.79, being $1,500 more than the expenses proved; but, the ship, only, being under the jurisdiction of this court, salvage for her is awarded at $6,900.

This was a libel by Israel J. Merritt and others against the steamship Lamington to recover compensation for salvage services.

Benedict & Benedict, for libelants.
Convers & Kirlin, for claimant.

BENEDICT, District Judge. This action is brought to recover salvage compensation for services rendered by the libelants to the steamship Lamington between the 5th and the 26th days of February, 1896. The Lamington went ashore on the Long Island coast, 15 miles east of Fire Island, on the 4th day of February, 1896, and those in New York City interested in her requested the libelant Israel J. Merritt to proceed to the relief of the steamer, upon the basis of a salvage compensation. Thereupon Merritt proceeded to the Lamington with a tug, and arrived shortly after 2 o'clock in the afternoon of the 5th, and took charge of the operation. An anchor was got out, and strain put upon it, but it was impossible to move the steamer. The weather during the 6th and 7th was severe, and work was impossible. On the 8th the sea had moderated, the steamer having meanwhile been driven over the outer bar to and on the main beach. Then the salvors boarded her, and commenced to rig spars and cargo gear for the purpose of lightening the ship. From that time until the 25th, when the weather would permit, the salvors were engaged in lightening the ship and saving such part of the cargo as was worth saving, which was placed in barges brought from the city of New York, and transported therein to the city of New York, and there sold. On the 26th, at high tide, the vessel was pulled off the beach, but grounded on the bar, and the next day she was pulled off the bar and taken to New York. The labor involved in this service was hard; the weather being very cold, and much of the time very stormy. After the ship grounded on the shore, the labor was, for the most part, confined to lightening the vessel, and transporting to New York such of the cargo as was undamaged. The steamer, while on the beach, was so damaged that, on being sold under the process