

the means used to put out the fire. They remained on the hurricane deck. They encountered no hardship or fatigue. They were under no responsibility. They had no opportunity of displaying any skill or gallantry. They did exhibit, in a very commendable degree, promptitude and zeal, all the more commendable as the steam-ship was full of passengers. But all that they did, all that they could do under the circumstances, was to furnish their pumping apparatus and their water, aiding the pumps and the steam appliances of the ship.

Taking all these matters into consideration, and estimating the salvage service thereon, giving the ship the benefit of her own construction and appliances, and taking into account the services of the fire department, for which no claim has been made, but which, nevertheless, inure for the advantage of the ship, (*The Baker*, 25 Fed. Rep. 773,) I award to the libellant, as the share of the services of the *Monarch* therein, the sum of \$650. The costs, except the cost of the stenographer, for which provision has been already made, will follow the award. Let a decree be entered in conformity with this opinion.

THE JAMES A. GARFIELD.¹

TEBO v. THE JAMES A. GARFIELD.

(District Court, E. D. New York. June 15, 1887.)

SALVAGE—TUG AT WHARF—FIRE.

The tug *T.* discovered a fire in the engine-room of the tug *G.*, while the latter lay at a wharf, and, proceeding to her, extinguished it. While the *T.* was on her way to the *G.*, the watchman on the pier discovered the fire, and summoned the fire department. *Held*, that the service was a salvage service, but that the *G.* had not been saved from total destruction on account of the summons sent to the fire department. Three hundred dollars was allowed as salvage award.

In Admiralty.

John J. Allen, for libellant.

Edward H. Hobbs, for claimant.

BENEDICT, J. The services rendered by the tug-boat *Tebo* in extinguishing the fire that had broken out in the engine-room of the *James A. Garfield*, although unattended with any risk to life or risk to the *Tebo*, were salvage services, because they were services rendered voluntarily to relieve the *James A. Garfield* from a situation of peril, and they were successful. The fire was discovered by those on the *Tebo* before it had been discovered by any other person. They at once proceeded with the *Tebo* to the *Garfield*, and by promptly pouring a stream of water upon it they extinguished the fire. The fire so extinguished was dangerous; by the services of the *Tebo* the damage resulting from it was reduced to a minimum.

But, while the services of the *Tebo* unquestionably saved the *Garfield* a considerable loss, I cannot agree with the advocates for the libellant in the opinion that they saved her from total destruction. The fact that the watchman on the pier discovered the fire while the *Tebo* was pro-

¹Reported by Edward G. Benedict, Esq., of the New York bar.

ceeding to the Garfield, and at once, by the fire telegraph, notified the fire department, so that an engine was at once on its way to the fire, would have reached the Garfield a few moments after the Tebo reached her, and would, as I think it may fairly be inferred, have promptly extinguished the fire, requires the conclusion that the Garfield was not in danger of total destruction. But it may be also fairly inferred from the evidence that the Garfield's upper works would have been burnt, and her engine perhaps injured, if the Tebo had not reached her when she did. That loss was saved by the exertions of the Tebo.

The claimants have made no tender, and the extent of the offer was \$25. This was much too small, in my opinion. As I view the case, \$300 should be awarded, and will be a liberal reward for the services of the Tebo. For that sum, with costs, the libellant may have a decree.

THE ROSE.¹

VIEROW and others v. THE ROSE and Her Cargo of Cotton.

(District Court, E. D. New York. June 15, 1887.)

SALVAGE—TOWING LIGHTER—BURNING PIER—TENDER.

The libellant's tug towed the lighter R., laden with cotton, from the vicinity of the Morgan Line pier, which was on fire, to a place of safety. Claimant, admitting that the service was a salvage service, offered to pay \$140, together with costs after the action had been begun. *Held*, that the offer was a liberal one, and should have been accepted; that libellant should have a decree for \$140 and taxable costs up to the time of filing the answer, less the taxable costs which accrued after the answer was filed.

In Admiralty.

Anson B. Stewart, for libellants.

Julian B. Shope, for claimants.

BENEDICT, J. The only question presented to me for decision in this case is in regard to the amount proper to be awarded to the owner and crew of the tug Reindeer, for salvage services rendered to a cargo of cotton laden on board the lighter Rose. The lighter was lying in a slip in the North river, the pier on the lower side of which was the pier of the Morgan Line, which was on fire. The services consisted in towing the lighter, with her cargo of cotton, from this slip to a place remote from the fire.

The claimants have conceded that the services were salvage services, and offered to pay \$140 as salvage compensation. This offer was repeated after the action was commenced, and accompanied with an offer to pay the costs of the action up to that time. By stipulation, the offer is to be regarded as a legal tender, accompanied with a payment into court at the filing of the answer.

In my opinion the offer of \$140 was a liberal one, and should have been accepted. The proof will not warrant an award exceeding that sum. Let the libellant have a decree against the cargo for \$140 and the taxable costs up to the time of the filing of the answer, less the taxable costs of the claimant which have accrued since the answer was filed.

¹Reported by Edward G. Benedict, Esq., of the New York bar.