

Mason Vs. the Ship Blaireau

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Appellant : Mason

Respondent : The Ship Blaireau

Judgement :

Mason v. The Ship Blaireau - 6 U.S. 240 (1804)

U.S. Supreme Court Mason v. The Ship Blaireau, 6 U.S. 2 Cranch 240 240 (1804)

Mason v. The Ship Blaireau

6 U.S. (2 Cranch) 240

APPEAL FROM THE CIRCUIT

COURT OF MARYLAND

SYLLABUS

Salvage. One-third of the gross proceeds of the ship and cargo allowed as salvage, one-third of which was allowed to the owners of the saving vessel and cargo, which was divided between the owner of the vessel and the charterers, who

were owners of the cargo.

Apprentices to the owners of the saving vessel, who are entitled to a portion of the salvage adjudged to those who were actively engaged in the saving, are entitled to the portions allowed to them, and the same does not belong to their master.

The right of the master to the earnings of his apprentice in the way of his business or of any other business which is substituted for it is different from a right to his extraordinary earnings, which do not interfere with the profits the master may derive from his services.

When a seaman had been left by the master of the vessel, which he, with all those who belonged to her, had abandoned as a wreck on the ocean, and the seaman assisted in bringing the wreck and cargo into a place of safety, where they were libeled for salvage, the Court allowed the seaman a portion of the amount adjudged to the salvors. The principles of policy which withhold from the mariners of a ship their wages on her being lost and which deny them salvage for saving their ship, however great the peril may be, do not apply to this case.

If we search for the motives for the very ample reward for services rendered at sea in saving property from peril, we shall find them in a liberal and enlarged policy. The allowance for such services (one very much exceeding the mere risk encountered and labor employed in effecting them) is intended as an inducement to render them, which it is for the public interests and for the general interests of humanity to hold forth to those who navigate the ocean. It is perhaps difficult on any other principle to account satisfactorily for the very great difference which is made between the retribution which is allowed for services at sea and on land; neither will a fair calculation of the real hazard or labor be a foundation for such a difference; nor will the benefit received always account for it.

The captain of the saving vessel, having embezzled a part of the property saved, forfeits all claim to salvage. If a wise and humane policy be among the essential principles which induce a continuance in the allowance of that liberal compensation which is made for saving a vessel at sea, we must at once perceive

the ground on which it is refused to the person whose conduct ought to be punished instead of rewarded.

The salvage allowed to a slave who was one of the salvors was adjudged to his master, the master having agreed to manumit the slave and to pay him one-fifth of the sum allowed him as a salvor.

The French merchant ship *The Blaireau*, laden with sugar and coffee and bound from Martinique to Bordeaux on the night of 30 March, was run down by the Spanish sixty-four gun ship called the *St. Julien*, in latitude 35°46' north, longitude 46 west from Paris. The *Blaireau* was greatly injured by the encounter, and before morning there were three feet water in her hold. The Spanish commander pursuing his regular course, and not being able to wait for an attempt to repair the *Blaireau*, took her crew and passengers on board his ship, excepting one of the seamen, Thomas Toole, an Irishman, who could not be found, as was asserted in their protest by the officers and crew of the *Blaireau*; but he alleged that he was prevented in the first instance by force and the refusal of permission to accompany them and afterwards he remained voluntarily on board the *Blaireau*. Being alone with the wreck, Toole, as he asserted, endeavored to repair the brig, put her before the wind and hoisted a signal of distress. In this situation she was found the next day by the ship *Firm*, bound from Lisbon to Baltimore. The persons on board the *Firm* were Mr. Christie, one of her charterers; the master, William Mason; a mate, William Stevenson;

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a carpenter, boatswain, and cook; six seamen; a boy; two apprentices to the owners of the *Firm*; and a negro, Tom, a slave of the Rev. Mr. Ireland.

The *Firm* was about three hundred and sixty tons burden, carpenter's measure, carrying about five hundred tons of cargo; her value was \$10,000; she was owned in London by John Jackson, and was chartered to Charles B. Young and Charles Christie, who had a cargo on board of her of the value of \$4,000. The proper complement of men for the *Blaireau* was sixteen hands, and she sailed faster

than the *Firm*. The sum of 2,000 sterling was insured on the *Firm*. She remained with the *Blaireau* two days while she was proceeding to Baltimore, took out part of her cargo, and rendered her every assistance.

When the *Blaireau* was taken possession of, she had about four feet of water in her hold, and could not have floated twelve hours longer. There was great risk and peril in taking charge of her. She was brought into Chesapeake Bay, after a navigation of nearly three thousand miles, by six persons who went on board of her from the *Firm*, and by Toole who was found on board. Part of her cargo was taken out of her and put on board the *Firm* to lighten her, and part was shifted aft. The *Blaireau* was navigated by the people of the *Firm*, without boat or anchors. She required to be pumped every two, three, or four hours in fair weather, and in blowing weather every hour. The bow was secured by a covering of leather, copper, and

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sheet lead nailed on, and pitch and turpentine in large quantities poured down hot between the planks and the coverings. The labor of the working the *Blaireau* by the men on board was great and severe, and they had frequently thought of abandoning her, but fortunately persevered. She was a slight built vessel, and constructed without knees, and was very weak. The forestay was gone, and the foremast was secured by passing a large rope through the hawse holes and securing it to the foremast head. It was the opinion of several experienced sea captains that the bringing in the *Blaireau* was a service of great risk and peril, and nearly desperate, and such as they would not have undertaken.

The persons who went on board the *Blaireau* from the *Firm* were Charles Christie, supercargo and one of the charterers of the *Firm*; William Stevenson, first mate; John Brown Hall and John Wilson, seamen; John Moat a boy, and negro Tom.

Mason, the master, and Stevenson, the mate, were the only persons capable of taking an observation and navigating the vessels or either of them into port.

It was in evidence that William Mason the master of the *Firm*, had embezzled part of the cargo of the *Blaireau*, to the amount of \$1,760.71.

The French consul put in a claim to the *Blaireau* and cargo on behalf of the owners.

On 14 July, 1803, the judge of the district court, the honorable James Winchester, made the following decree:

"The counsel for the parties respectively intervening in this cause were heard by the court, and their argument, together with all and singular the proceedings and testimony in this cause, were by the court maturely considered."

"And it appearing to the court that the circumstances of extreme danger under which the salvage of the ship *Blaireau* and cargo was effected require a salvage and compensation as liberal as is consistent with precedents and legal principles; that the danger,

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labor, and service of the persons actually employed in navigating and bringing in the said ship greatly exceeded the danger, labor, and service of the persons who remained on board the ship *Firm*, and that their compensation should exceed at the rate of fifty percent the compensation of those who remained on board the ship *Firm*; that among the persons on board the *Blaireau*, the station, trust, and services of William Stevenson and Charles Christie entitle them to a compensation exceeding that of seamen at the rate of fifty percent, and that the apprentices, cook, and negro slave should not be classed with seamen, nor seamen with the carpenter and second mate, and there not being any general rule by which to settle the proportions of salvage among persons of those different stations, but that the same must depend upon the sound discretion of the court applied to the circumstances of every particular case; that William Mason, Captain of the said ship *Firm*, having fraudulently embezzled and secreted, with intent to appropriate the same to his own use, lace and other articles of a large value which constituted a part of the cargo of the said ship *Blaireau*, is not entitled to any salvage or other

compensation; that in strictness, the officers and crew are the only salvors, and the owners of the ship *Firm* and cargo, as such, can only come in for any share of salvage upon the consideration of the risk to which their property was exposed; that upon these principles, salvage should be paid to and among the persons entitled thereto at the rate of three-fifths of the net proceeds of the sales of the said ship and cargo, and that of this sum, one-ninth part of the net salvage will be a just and liberal compensation to the owners of that ship and her cargo for any hazard to which their property was exposed."

"It is this 14 July, 1803, by me, James Winchester, Judge of the District Court of the United States for Maryland District, and by the power and authority of this Court, ordered, adjudged, and decreed that the net amount of sales of the said ship *Blaireau*, her tackle, apparel, and furniture and cargo, after deducting the costs in the cause, and the sum of \$388 heretofore decreed by consent to Charles Christie for expenses and disbursements relative to the said ship *Blaireau* and cargo,

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amounting as stated by the clerk of this court, to the sum of \$60,272.68, shall be paid, applied and disposed of to and among the persons and in the manner following, to-wit: "

"To the owners of the ship *Firm* and cargo, the sum of \$4,018.14 $\frac{3}{4}$, to be divided between them in the proportions of their respective interests agreeably to the admitted estimation thereof, to-wit: "

"To the owners of the ship *Firm* for the value of the said ship and freight, \$18,000, and"

"To the owners of the cargo of the said ship, \$4,000."

"To the persons on board the said ship *Blaireau* as follows, to-wit: "

"To William Stevenson, the sum of \$3,403.63 $\frac{1}{4}$."

"To Charles Christie, the sum of \$3,403.63 1/4."

"To Brown Hall, John Wilson, and Thomas Toole, seamen, each the sum of \$2,269.08 3/4."

"To John Moat, an apprentice boy, the sum of \$1,134.54 3/4."

"And that there be retained a like sum of \$1,134.54 3/4 in this court to and for the benefit of such person or persons as may hereafter make title to the same as owner or owners of the said negro Tom."

"To the persons on board the said ship *Firm*, as follows, to-wit, "

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"To John Blackford second mate, the sum of \$1,890.90 3/4."

"To John Falconer, carpenter, the sum of \$1,890.93 3/4."

"To George Glass, the cook, and John McMon, an apprentice, each the sum of \$1,756.36 3/4."

"To Daniel Ross, Samuel Monk, Martin Burk, Mark Catlin, and Joachim Daysontas, sailors of the *Firm*, the sum of \$1,512.73 each."

"That no salvage or compensation whatever shall, for the cause above recited, be paid to the said William Mason, but that the libel in this cause filed, so far as it relates to the claim of the said Mason personally and only, shall stand, and the same is hereby dismissed."

"And it is by these presents further ordered, adjudged, and decreed that the residue of the proceeds of the sales aforesaid shall be deposited in the Bank of Baltimore in the name of this court and to the credit of this cause to the use and benefit of such person or persons as may in this court make title thereto as owner or owners of the said ship *Blaireau* and cargo or such person or persons as may be legally authorized by them to receive the same."

From this decree appeals were entered by the salvors, the charterers of the *Firm*, and the French consul.

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Mr. Justice Chase, in the circuit court, on 27 December, 1803, decreed as follows:

"The court having heard the parties on the appeal in this cause by their counsel and fully examined the evidence, exhibits and proofs, and maturely considered the same, does order, adjudge and decree, and it is hereby ordered, adjudged and decreed by the said court that the decree of the said district court be and hereby is in all things affirmed, and (with respect to the said Mason with the costs of his appeal) except only so far as the said decree shall hereinafter by this decree be changed or altered."

"And it is now further ordered, adjudged, and decreed by this Court as follows, to-wit: "

"That there be paid to John Jackson, of St. Paul's Parish in the County of Middlesex, in the United Kingdom of Great Britain and Ireland (who appears to this court to be the owner of the ship *Firm*) the sum of \$2,870.12 and eight dimes, on the amount of the value of the said ship estimated at the sum of \$10,000."

"That there be paid to Charles Bedford Young and Charles Christie, Jr. (who appear to this Court to be the owners of the cargo on board the said ship *Firm*), the sum of \$1,148.05 on the amount of the value of the said cargo, estimated at the sum of \$4,000."

"That there be paid to William Stevenson the sum of \$2,269.08 and nine dimes."

"That the salvage money adjudged by the district court and affirmed by this court to be paid to John Moat (who appears to this court to be an apprentice to the above named John Jackson, owner of the ship *Firm*) be paid by the clerk of this court to the said John Moat or to his proctor or attorney in fact for the use and benefit of the said John Moat, and that the said salvage money be not paid to the

said John Jackson or to his

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attorney or to any other person or persons whatsoever who shall claim the said salvage money as owner or master of the said apprentice, and that the said salvage money remain in court until paid according to this decree."

"That the salvage money adjudged by the district court and affirmed by this court to be paid to John McMon (who appears to this court to be an apprentice to the above named John Jackson) be paid by the clerk of this court to the said John McMon, or to his proctor or attorney in fact, for the use and benefit of the said John McMon, and that the said salvage money be not paid to the said John Jackson or to his attorney or to any other person or persons whatsoever who shall claim the said salvage money as owner or master of the said apprentice, and that the said salvage money remain in court until paid according to this decree."

"That the salvage money adjudged by the district court and affirmed by this court to be retained for the owner of negro Tom, be paid to the Rev. John Ireland (late of this state, but now of the United Kingdom of Great Britain and Ireland) who appears to this court to be the owner of the said negro Tom, or to the Rev. Joseph G. I. Bend, and Lewis Atterbury, who appear to this court to be the attorneys in fact of the said John Ireland and who have expressed in writing to this court that they, being duly authorized by the said John Ireland, will immediately on the receipt of the said salvage money manumit the said negro Tom, according to the law of the State of Maryland, and will pay the said negro Tom one-fifth part of the said salvage money, and have consented that the same may be retained by the clerk of this court for the use of the said negro Tom."

"And it is further ordered, adjudged, and decreed that the appellants (except William Mason) pay no costs in this court on the appeal. "

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The case was removed to this Court by writs of error on behalf of all the parties in the circuit court.

William Mason the master of the *Firm*, assigned for error that no salvage had been allowed to him. John Jackson, the owner of the *Firm*, assigned for error that he was not allowed a reasonable portion of the salvage, that nothing should have been allowed to the freighters, and that the sums allowed to the apprentices ought to have been adjudged to him. William Stevenson claimed a greater amount as salvage.

The freighters of the *Firm* claimed a greater portion of the salvage for the charterers and owners, and that the amount allowed to them as charterers was not sufficient.

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The French consul representing the claimants of the *Blaireau*, assigned for error 1. that the whole amount of salvage was more than in equity and good conscience the salvors were entitled to, and that it ought not to have exceeded one-third of the value of the ship and cargo; 2. that Toole having shipped as a mariner on board the *Blaireau* at certain wages, was not entitled to salvage; 3. that William Mason, the master of the *Firm*, had forfeited all right to salvage by reason of his embezzlement of part of the cargo of the *Blaireau*.

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MR. CHIEF JUSTICE MARSHALL delivered the opinion of the Court.

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In this case, a preliminary question has been made by the counsel for the plaintiffs which ought not to be disregarded. As the parties interested, except the owners of the cargo of the *Firm*, are not Americans, a doubt has been suggested respecting the jurisdiction of the court, and upon a reference to authorities, the point does not

appear to have been ever settled. These doubts seem rather founded on the idea that upon principles of general policy this Court ought not to take cognizance of a case entirely between foreigners than from any positive incapacity to do so. On weighing the considerations drawn from public convenience, those in favor of the jurisdiction appear much to overbalance those against it, and it is the opinion of this Court that whatever doubts may exist in a case where the jurisdiction may be objected to, there ought to be none where the parties assent to it.

The previous question being disposed of, the Court will proceed to consider the several cases which have grown out of the libel filed in the district court.

The first to be decided is that of the captain of the *Firm*, who, by the sentence of the circuit court, was declared to have forfeited his right to salvage by having embezzled a part of the cargo of the *Blaireau*.

The fact is not contested, but it is contended that the embezzlement proved in the cause does not affect the right of the captain to salvage.

The arguments in support of this position shall very briefly be reviewed. It is insisted that the embezzlement was made after the vessel was brought into port, and this seems to be considered as a circumstance material to the influence which the embezzlement ought to have in the case. So far as respects the fact, the evidence is that the articles were brought on board the *Firm* when the *Blaireau* was found at sea, and the fraud was detected in the port of Baltimore. When the concealment took place does not appear, but it would be straining very hard to presume that it took place after arriving in port. It is not, however, perceived that this need be the subject of very minute

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inquiry, since the fact must have occurred before he parted with the possession acquired by the act on the merit of which his claim for salvage is founded.

It is also stated that this Court has no jurisdiction of the crime committed by the captain, and cannot notice it even incidentally.

If it was intended merely to prove that this Court could not convict captain Mason of felony and punish him for that offense, there certainly could never have been a doubt entertained on the subject; but when it is inferred from thence that the Court can take no notice of the fact, the correctness of the conclusion is not perceived. It is believed to be universally true that when a claim of any sort is asserted in court, all those circumstances which go to defeat the claim and to show that the person asserting it has not a right to recover may and ought to be considered. The real question, therefore, is whether the claim for salvage is affected by the act of embezzlement, and if it is, the incapacity of this Court to proceed criminally against the captain forms no objection to their examining a fact which goes to the very foundation of his right.

The legal right of the salvors is insisted on, and it is said that in trover for the ship and cargo by the owners, salvage would be allowed to those who had rendered the service and then openly converted them to their own use.

Yet the jury trying the action, would determine on the right to salvage, and would inquire into any fact which went to defeat that right.

Whatever shape then may be given to the question, it still resolves itself into the inquiry whether the embezzlement of part of the cargo does really intermingle itself with and infect the whole transaction in such a manner as to destroy any claim founded on it.

The counsel for this plaintiff contends that the merits of captain Mason as a salvor are not impaired by the act charged upon him, because a crime is no offset

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against a debt, and the claim for salvage is in nature of a debt.

This leads to an inquiry into the principles on which salvage is allowed. If the property of an individual on land be exposed to the greatest peril and be saved by the voluntary exertions of any person whatever; if valuable goods be rescued from a house in flames at the imminent hazard of life by the salvor, no remuneration in

the shape of salvage is allowed. The act is highly meritorious and the service is as great as if rendered at sea. Yet the claim for salvage could not, perhaps, be supported. It is certainly not made. Let precisely the same service at precisely the same hazard be rendered at sea and a very ample reward will be bestowed in the courts of justice.

If we search for the motives producing this apparent prodigality in rewarding services rendered at sea, we shall find them in a liberal and enlarged policy. The allowance of a very ample compensation for those services (one very much exceeding the mere risk encountered and labor employed in effecting them), is intended as an inducement to render them, which it is for the public interests and for the general interests of humanity to hold forth to those who navigate the ocean. It is perhaps difficult on any other principle to account satisfactorily for the very great difference which is made between the retribution allowed for services at sea and on land; neither will a fair calculation of the real hazard or labor be a foundation for such a difference, nor will the benefit received always account for it.

If a wise and humane policy be among the essential principles which induce a continuance in the allowance of that liberal compensation which is made for saving a vessel at sea, we must at once perceive the ground on which it is refused to the person whose conduct ought to be punished, instead of being rewarded. That same policy which is so very influential in producing the very liberal allowances made by way of salvage requires that those allowances should be withheld from persons who avail themselves of the opportunity furnished

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them by the possession of the property of another to embezzle that property. While the general interests of society require that the most powerful inducements should be held forth to men to save life and property about to perish at sea, they also require that those inducements should likewise be held forth to a fair and upright conduct with regard to the objects thus preserved. This would certainly justify the reduction of the claim to a bare compensation on the principles of a real *quantum meruit*, and the losses in the cargo, which may be imputed to the

captain, would balance that account if, as is contended by his counsel, the court could not, on principles generally received, consider the act of embezzlement as a total forfeiture of all right to salvage.

But the case of a mariner who forfeits his right to wages by embezzling any part of the cargo is precisely in point. That case stands on the same principles with this and is a full authority for this, since it cannot be denied that the right to salvage is forfeited by the same act that would forfeit the right to wages.

In the case of Mr. Stevenson, the fact is not clearly ascertained. If the embezzlement was fixed upon him, he as well as the captain ought to forfeit his salvage. But it is not fixed. Yet there are circumstances in the case which, if he stands acquitted of the charge of unfairness, do certainly so implicate him in that of carelessness as to destroy his pretensions to superior compensation and reduce his claim to a level with that of a common mariner.

The decree of the circuit court being approved so far as respects Captain Mason and Mr. Stevenson, the general rate of salvage allowed by that decree is next to be considered.

There is certainly no positive rule, which governs absolutely the rate of salvage. Yet in fixing it, the common usage of commercial nations, and especially of those whose subjects are interested in the particular case, ought unquestionably to be regarded. In France, it appears that a service like that rendered the owners of the

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Blaireau, would have been compensated with one-third of the value of the vessel and cargo. In England the principle of reciprocity, if not adopted, is much respected, and to judge from the tenor of their cases on this subject, it is fairly presumable that the salvage which would be allowed in an English court in a case like the present would not greatly vary from that which appears to be made by the ordinances of France.

This is unquestionably a case of great merit, and a very liberal salvage ought to be allowed. Yet that allowed both by the district and circuit courts appears to exceed any sum which those principles which ought to be resorted to as guides in the case will justify. Among the various adjudications of the courts of admiralty in England, to which country the salvors belong, no one has been found where so large an allowance has been made, and in France, the nation of the owners of the property saved, a positive ordinance is understood to regulate this subject and to fix the salvage at one-third of the gross value of what has been preserved.

Taking the whole subject into consideration, the Court is disposed to reduce the rate of salvage and to allow about two-fifths instead of three-fifths to the salvors. The vessel and cargo will then be really charged, in consequence of the savings produced by the forfeiture of the captain's claim and the reduction of those of the mate and Mr. Christie, with not more than one-third of the gross value of the property.

In the distribution of this sum, the Court does not entirely approve the decree which has been rendered in the circuit court.

The proportion allowed the owners of the *Fir*, and her cargo is not equal to the risk incurred, nor does it furnish an inducement to the owners of vessels to permit their captains to save those found in distress at sea in any degree proportioned to the inducements offered to the captains and crew. The same policy ought to extend to all concerned, the same rewards for a service designed to be encouraged, and it is surely no reward to a man, made his own insurer without his own consent,

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to return him very little more than the premium he had advanced.

The common course of decisions, too, has established a very different ratio for the distribution of salvage money, and the Court is of opinion that those decisions are founded on substantial considerations.

The owners of the vessel and cargo in this case will be allowed one-third of the whole amount of salvage decreed, which third is to be divided between them in the proportion established in the district court, it being in our opinion very clear that the owner of the vessel continued to risk the freight, after as much as before the assent of Mr. Christie, to the measures necessary for saving the *Blaireau*. That assent could only be construed to charge him with the hazards to be encountered by the cargo, and not to vary the contract respecting the freight.

The proportions established by the decree of the circuit court between those who navigated the *Firm* and those who navigated the *Blaireau*, and between the individuals in each ship, are all approved with this exception. The case exhibits no peculiar merits in Mr. Christie, and therefore his allowance is not to exceed that of a seaman on board that vessel.

On the rights of Toole and the apprentices this Court entirely concurs in opinion with the district and circuit courts.

There was certainly no individual who assisted in bringing in the *Blaireau* that contributed so much to her preservation as Toole. Every principle of justice and every feeling of the heart must arrange itself on the side of his claim.

But it is contended that he the contract he had entered into bound him to continue his endeavors to bring the vessel into port, and that the principles of general policy forbid the allowance of salvage to a mariner belonging to the ship which has been preserved.

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The claims upon him, on the ground of contract, are urged with a very ill grace indeed. It little becomes those who devoted him to the waives to set up a title to his further services. The captain, who was entrusted by the owner with power over the vessel and her crew, had discharge him from all further duty under his contract as far as any act whatever could discharge him, and it is not for the owner now to revive this abandoned claim.

Those principles of policy which withhold from the mariners of a ship their wages on her being lost, and which deny them salvage for saving their ship, however great the peril may be, cannot apply to a case like this. There is no danger that a single seaman can be induced or enabled, by the prospect of the reward given to Toole, to prevail on the officers and crew of a vessel to abandon her to the mercy of the waves for the purpose of entitling the person who remains in her to salvage if she should be fortunately preserved.

The claim of the master to the salvage allowed his apprentices is one which the Court feels no disposition to support unless the law of the case be clearly with him. The authorities cited by his counsel do not come up to this case. The right of the master to the earnings of his apprentice, in the way of his business or of any other business which is substituted for it, is different from a right to his extraordinary earnings which do not interfere with the profits the master may legitimately derive from his service. Of this latter description is salvage. It is an extra benefit the reception of which does not deduct from the profits the master is entitled to from his service. But the case cited from Robinson where salvage was actually decreed to an apprentice is in point. The counsel does not appear to the Court to construe that case correctly when he says that it does not determine the right as between the master and the apprentice. The fair understanding of the case is that the money was decreed to the apprentice, and was to be paid for his benefit.

Considering the case strictly on principle, that portion of the salvage allowed ought to be paid to the master which would compensate him for having risked the future service of his apprentice, but as this would not amount to a very considerable sum and as a liberal salvage has

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already been decreed to the master, this further allowance will not be made in this case.

Upon these principles the following decree is to be entered:

"This cause came on to be heard on the transcript of the record of the circuit court and was argued by counsel, on consideration whereof this Court doth reverse the sentence of the circuit court so far as the same is inconsistent with the principles and opinions hereinafter stated. "

"This Court is of opinion that too large a proportion of the net proceeds of the ship *Blaireau* and her cargo has been allowed to the salvors, and that \$21,400 is a sufficient retribution for the service performed, which sum is decreed to the claimants, except captain Mason, whose rights are forfeited by embezzling a part of the cargo, in full of their demands. In distributing the sum thus allowed, this Court is of opinion that the owners of the *Firm* and her cargo ought to receive one-third of the whole amount thereof, of which one-third the proportion of the owner of the vessel ought to be to that of the owner of the cargo, as the value of the vessel and freight is to the value of the cargo -- that is, as 18 to 4."

"It is further the opinion of the Court that the remaining two-thirds of the salvage allowed ought to be divided between those who navigated both the *Firm* and the *Blaireau*, excluding captain Mason, in the proportions directed by the circuit court, with this exception -- that the sum to be received by Charles Christie is to be the same with that received by a seaman on board the *Blaireau*. "

"In everything not contrary to the principles herein contained, the decree of the circuit court is affirmed and the cause is remanded to the said circuit court to be further proceeded in according to the directions given. The parties are to pay their own costs."