

shewn by the respondent in passing the harbour of Cabot Head when the storm-signal was up and his glass was low.

In view of a difference of opinion between two expert witnesses at the trial, and the fact that neither of the two lake captains on the barge suggested turning into Cabot Head harbour, it was impossible to conclude that bad seamanship was exhibited by the respondent in going on to Lion Head under the conditions then existing.

The other matters chiefly contested were the claim of the respondent to salvage and the allowance from the contract-price made by the respondent, which, the appellant said, was not large enough. The finding of the trial Judge that the respondent was released from completing his contract, that is, towing to Collingwood, was borne out by the evidence. But the allowance made was not sufficient. The credit on the contract-price should be increased from \$90 to \$120.

In the circumstances, the salvage claim ought to be disallowed in part. The barge broke away from her moorings in Lion Head harbour early in the morning of Thursday the 22nd November. Nothing was done by the respondent with his tug from that time until Sunday, when he went alongside the barge to see if he could syphon her out, but found that he could not stay alongside her because there was too much sea. He returned on Monday and for three hours worked the syphons, getting the water down only about 8 inches. So he gave it up. On Tuesday afternoon about 4.30 the appellant arrived with a more powerful tug, the "Maitland," and about an hour afterwards the respondent took his tug alongside the barge, and, together with the "Molyess," syphoned the barge off and on until next morning about 10 o'clock, when it was pumped dry. The salvage was in fact done by the "Maitland" apart from the assistance which the respondent's tug gave in syphoning from Tuesday afternoon until Wednesday morning. As regards the attempts made by the respondent previous to the arrival of the appellant with the "Maitland," these were either the duty of the tug under the towage contract or were salvage services. There is ordinarily an obligation on a tug in performing a towage contract to do whatever is necessary to keep the tow afloat and to give any necessary assistance in order to enable the contract to be completed. If these services were performed in furtherance of the contract, no extra allowance could be made for them. If, on the other hand, it was asserted that these were services in the nature of salvage which must be compensated, the answer was that salvage could be allowed only where the service was effectual. Any claim for salvage prior to the arrival of the appellant with the salving tug must necessarily fail.