

Case No. 4,928.

{3 Ben. 497.}<sup>1</sup>

FORBES ET AL. V. MURRAY ET AL.

District Court, S. D. New York.

Nov., 1869.

FREIGHT PAYABLE IN STERLING MONEY.

On a bill of lading, executed in Whampoa, for the transportation of cargo to New York, the freight in which was specified to be payable in sterling money: *Held*, that the shipowners were entitled to recover what it could be shown by evidence that the specified amount of British coin was worth in New York, in gold and silver coin of the United States, the recovery to be expressed in the decree to be in gold and silver coin of the United States.

[Cited in *The Edith*, Case No. 4,281. Distinguished in *Hus v. Kempf*, Id. 6,944.]

[This was a suit by Paul S. Forbes and others against Ellen M. Murray, executrix, etc., and others.]

Beebe, Dean & Donohue, for libellants.

H. W. Robinson, for respondents.

BLATCHFORD, District Judge. This is a libel in personam, filed to recover the amount of freight money claimed to be due for the transportation of one hundred and ninety cases of fans from Whampoa to New York, by the ship *Resolute*. The contract of transportation is expressed in a bill of lading given by the vessel, dated February 12th, 1864, and the amount of freight money specified therein as to be paid for the service is one hundred and sixty-three pounds, four shillings, and four pence, sterling. The only question presented in the case is, as to what amount, in money of the United States, the libellants are entitled to recover for the one hundred and sixty-three pounds, four shillings, and four pence, sterling, as being payable in New York, June 21st, 1864. It is not averred in the libel, in what money the amount specified in the bill of lading is expressed, nor is there any evidence in the case as to what was intended by the number of pounds, shillings, and pence, sterling, thus specified. Assuming that it can be proved, or will be stipulated, that the contract was for the payment of so many pounds, shillings, and pence, in the sterling money of Great Britain and Ireland, in coin, in New York, on the delivery of the property there, June 21st, 1864, the libellants are entitled to recover what it can be shown by evidence that the specified amount of British coin was worth in New York, in gold and silver coined money of the United States, on the 21st of June, 1864. For that amount, in such coined money of the United States, with interest thereon, at the rate of seven per cent, per annum, the libellants will be entitled to a decree, the recovery to be expressed to be in the gold and silver coin of the United States. *Bronson v. Rodes*, 7 Wall. [74. U. S.] 229; *Butler v. Horwitz*, Id. 258.

<sup>1</sup> [Reported by Robert D. Benedict, Esq., and here reprinted by permission.]