

Case No. 5,789. GREENWAY ET AL. V. THE GRIFFIN.
[N. Y. Times. Oct. 26, 1855.]¹

District Court, S. D. New York.

Oct. 25, 1855.

SHIPPING—NONDELIVERY OF CARGO—MEASURE OF DAMAGES.

[The measure of damages for nondelivery of cargo is the value of the articles at the port of delivery.]

[See note at end of ease.]

In admiralty. This case came up on exceptions to the report of the commissioner. The suit was brought to recover damages for the non-delivery of freight shipped for Rio Janeiro, and the libelants [John Greenway and George C. Dickson] having obtained a decree in their favor, the commissioner reported the damages, taking the value of the freight at Rio as the rule of damages, to which the claimants excepted.

Weeks & De Forrest for libelants.

Howland & Chase, for claimants.

HELD BY THE COURT (INGERSOLL, District Judge): That the contract was to deliver

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the freight at Rio, and the value of the articles at the port of delivery is the proper rule of damages. Exception overruled.

[NOTE. The claimants then appealed to the circuit court where the decree was affirmed in an opinion by Mr. Justice Nelson. Case No. 5,814. A further appeal to the supreme court was then taken by the claimants, and the decree of the circuit court affirmed in an opinion by Mr. Justice Campbell, who held that the measure of damages adopted was correct. 22 How. (63 U. S.) 491.]

¹ [Affirmed in Case No. 5,814, and by supreme court in 22 How. (63 U. S.) 491.]