

Case No. 15,962. UNITED STATES v. ONE THOUSAND THREE HUNDRED AND EIGHTY-TWO HOGSHEADS OF SUGAR.

{New York Times, March 23, 1862.}

District Court, S. D. New York.

March 22, 1862.

CUSTOMS LAWS SEIZURE FOR UNDERVALUATION—AMOUNT OF BOND.

{In bonding merchandise seized by the collector for alleged undervaluation, the amount of the bond should equal the appraised value of the goods, and the collector cannot require a bond covering the appraised value plus the amount of the duties.}

Sidney Webster, for claimants.

Ethan Allen, Asst. U. S. Dist. Atty.

Before BETTS, District Judge.

The collector lately seized 1,382 hogsheads, of sugar, claimed by P. Luling & Co., on the ground that they were undervalued. The appraised value of the goods was \$28, 000. The duties on the same were \$15,000. The collector of the port instructed the district attorney in bonding the goods to demand a bond for \$43,000, covering both the duties and the appraised value. To this the claimant demurred, and came before the court for its order in the premises. The attorney for the claimants contended the government could demand a bond for \$28,000 only, that being the appraised value; that upon withdrawing the goods under the bond, the claimants were bound in any event to pay \$19,000 duties, and that if this \$15,000 should also be included in the bond, and the bond should be forfeited, that then the \$15,000 would be necessarily paid by the claimants the second time, which would be unjust. Upon hearing argument on the other side, the judge said “that this matter had been decided before.” He had previously given his decision that the government could claim for only the appraised value, and directed the entry of the following order:

“On motion of Sidney Webster, Esq., for the claimants, for bonding the merchandise in this suit, and upon hearing said proctor in support of said motion, and upon hearing Ethan Allen, Esq., assistant United States district attorney, in opposition thereto, it is hereby ordered that the merchandise in question be bonded at their appraised value, exclusive of the duties; and if the parties do not agree as to the appraised value, that an appraiser or appraisers will be appointed by this court to determine the value thereof.”

The goods were bonded for \$28,000, accordingly.