

Case No. 16,977.
[3 Ben. 397.]¹

THE VIVID.

District Court, E. D. New York.

Sept., 1869.

ADMIRALTY PRACTICE—BONDING—FREIGHT.

Where several libels had been filed against a vessel, to recover amounts exceeding her value, and the owners applied to have her discharged, on their giving one stipulation in the amount of her value, *held*, that the amount of the freight was not to be included in the stipulation.

This was an application on the part of the claimants of the vessel, against which several libels had been filed, to recover amounts in all exceeding her value, to have the vessel discharged from all the claims, on their giving one stipulation in her value. The libellants claimed that the amount of the stipulation to be given should be equal to the value of the vessel and the freight.

Wm. D. Booth, for libellant.

Ruggles & Felt, for claimant.

BENEDICT, District Judge. The libellants are not entitled to have the freight included in the stipulation, there being no proceeding against the freight. The claimants may have an order directing publication of notice, as heretofore required in the case of *Place v. The City of Norwich* [Case No. 11,202], and the hearing on the petition must await the return of the order of publication.

[See Case No. 16,978.]

¹ [Reported by Robert D. Benedict, Esq., and here reprinted by permission.]