is, in my judgment, an offer of pilot service within the letter and spirit of the law, and, being refused, entitles the libelant to full pilotage.

If the law were otherwise, it would be very easy to have an understanding between coasters and the tugs at the mouth of the river by which the pilots who cruise for vessels in a pilot boat outside would be unjustly deprived of all benefit of their enterprise in hailing vessels beyond the bar, in favor of the tug pilots who wait inside in ease and safety until they are signaled by the approaching vessel. All that is necessary is to give the master directions on leaving port not to go into the river until met by a tug, and then to go in with the tug and its pilot, unless he there receives orders to the contrary—orders which he is certain not to receive, and no one ever expected he would.

Indeed, when all the circumstances are considered,—those of general notoriety as well as those set out in the pleadings,—it is difficult to avoid the conclusion that this defense is a mere preconcerted device to prevent the schooner pilots from making an effectual offer of pilot service to the Whistler before she was taken in tow by the tug, as per previous arrangement with the owners of both.

The exceptions are allowed.

GREEFE *v.* CORTIS.

(District Court, E. D. New York. July 27, 1882.)

SEAMEN—DISCOUNT OF ADVANCE SECURITY.

Where defendant did not ship the seamen, nor employ the shipping agent to ship them, nor was he owner of the vessel, nor did he know of the giving of the agreements sued on, the fact that he was authorized to collect the inward freight, and procure outward freight, and pay the ship's disbursements, upon the master's certificate, does not make him an agent who "authorized the giving of the advance security," although he paid the shipping agent's bill on which the advances were charged.

Henry Heath, for plaintiff.

McDaniel & Souther, for defendant.

BENEDICT, D. J. This is an action in which, by virtue of section 4534, Rev. St., it is sought to hold the defendant liable for the advance wages of three seamen of the ship James Aiken, upon three agreements made by a shipping agent named Haveron, which had

been indorsed to the libelant. The defendant did not ship the seamen, nor did he employ the shipping agent to ship them. He was not the owner of the vessel, nor did he know of the giving of the agreements sued on. The fact that the defendant was authorized to collect the inward freight of the vessel, and to procure for her an outward freight, and to pay the ship's disbursements upon the master's certificate, does not make him an agent who "authorized the giving of the advance security" within the meaning of the statute. Nor is he made out to be such agent by the further proof that upon the master's certificate he paid the shipping agent's bill in which the advances in question were charged.

If the defendant had employed the shipping agent to ship the men, the case would have been different.

The libel must be dismissed.

Equity—Injunction—Damages—Security.

RUSSELL *v.* FARLEY, U. S. Sup. Ct., October Term, 1881. Appeal from the circuit court of the United States for the district of Minnesota. The case was decided in the supreme court of the United States on April 3, 1882. Mr. Justice *Bradley* delivered the opinion of the court affirming the decree of the circuit court.

An appeal does not lie from an appeal in equity as to the costs merely. The circuit court of the United States is not governed in its practice in equity by the laws of the state in which it sits, but by the rules of practice prescribed by the supreme court, and by the circuit court not inconsistent therewith, and when these are silent by the practice of the high court of chancery in England when the equity rules were adopted. The courts of the United States, under the general principles and usages of equity, may impose terms or require security for damages before granting an injunction, and this power is independent of any statute. So it may relieve from or modify such terms during the progress or at the termination of the cause, and enforce or carry out the conditions imposed, or the undertakings entered into; but while the court may have the power to assess damages, yet if it has that power it is in its discretion to exercise it, or to leave the parties to their action at law.

R. S. Ashurst and T. H. Hubbard, for appellant.

Henry J. Horn, for appellee.

Cases cited in the opinion: Canter v. Amer. Ins. Co. 3 Pet. 307; Elastic Fab. Co. v. Smith, 110 U. S. 112; Marquis of Downshire v. Lady Sandys, 6 Ves. Jr. 107; Wombwell v. Belasyse, 6 Ves. Jr. 110, note; Wilkins v. Aitkin, 17 Ves. Jr. 422; Novello v. James, 5 De Gex, M. & G. 876; Bein v. Heath, 12 How. 179; Merryfield v. Jones, 2 Curt. 306.