

secured to Chinese laborers in the United States, at the date of the treaty, the right "to go and come of their own free will and accord," and that it could not have been the intention of congress to deprive them of this right by exacting from them, as a condition of its exercise, the production of a certificate which it was impossible for them to procure. But it was also considered that Chinese laborers leaving the United States after the law went into effect, and who might wish to avail themselves of the privilege secured to them by the second article of the treaty, might properly, and without a violation of the letter or spirit of the treaty, be required to procure the certificate (which the act directs shall be furnished to them without charge) as a means of identification, and as furnishing the best, if not the only, method of preventing evasions of the law.

In the case at bar the petitioner deliberately, and with full knowledge of the law, omitted to apply for his certificate, for the reason that he had no expectation or hope of ever returning to the United States. He has thus, by his own act or omission, renounced the right secured to him by the treaty, by neglecting to procure the evidence of that right, which the law requires and which it was entirely within his power to obtain. I am therefore of the opinion that the application of the petitioner should be denied.

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*In re* KELLY, Bankrupt.

District Court, S. D. New York. November 28, 1883.)

1. WAREHOUSEMAN—LIEN FOR STORAGE.

Under the law of this state no lien exists on goods for the storage thereof in favor of a private person not in the business of storage and not a warehouseman.

2. SAME—CLAIM AGAINST ASSIGNEE IN BANKRUPTCY—EQUITABLE COMPENSATION.

Where an assignee in bankruptcy demanded wagons of the bankrupt which were stored in the petitioner's barn, and delivery was refused on the ground of a lien claimed on them for storage, *held*, that the refusal to deliver to the assignee on demand was in the petitioner's own wrong, and debarred her from any claim for subsequent storage while held under that refusal. *Held, however*, that the petitioner was entitled to an equitable compensation for the storage of the goods from the time of the proceedings in bankruptcy up to the time of the demand and refusal.

In Bankruptcy.

*A. J. Taylor*, for petitioner.

*William Forse Scott*, for assignee.

BROWN, J. The authorities in this state hold that a person not being a warehouseman nor in the business of storing goods, who has articles on private storage, has no lien upon them for his compensation any more than a landlord has on his tenant's goods for rent.

*Trust v. Pirsson*, 1 Hilt. 292, and cases cited. When the assignee, therefore, demanded the wagons which were stored in the petitioner's barn, and was refused possession on the ground that there was a lien upon them for storage which must first be paid, the refusal to deliver was illegal and wrongful. Thenceforward the wagons were held by the petitioner or her tenants in their own wrong, until the time when a specific arrangement was made, for which the commissioner has allowed compensation. From the time of the proceedings in bankruptcy, however, up to the date of the wrongful refusal to deliver above referred to, the petitioner was entitled to an equitable compensation for the storage of the wagons; and by the stipulation between the parties when the assignee took possession, it was agreed that whatever claim she had should stand against the proceeds of the goods; and as the demand referred to was while the tenant, Van Scoy, was in possession, this demand must have been after April 1, 1879. How much after that date does not appear, and it was the duty of the petitioner to make this clear in order to recover compensation for the full period. On this defect in the proof not more than six months' storage can be allowed as a claim against the assignee, amounting, at \$12 a month, to \$72. This, with \$25, the amount allowed under the subsequent stipulation, makes \$97, for which an order may be taken.

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UNITED STATES v. THE MARY N. HOGAN.

(District Court, S. D. New York. November 23, 1883.)

1. HOSTILE EXPEDITION—SECTION 5283, REV. ST.—NEUTRALITY—SEIZURE.

An expedition organized and dispatched from our ports, in separate parts, to meet at a common rendezvous on the high seas, and thence proceed to acts of hostility against a friendly power, is within the prohibition of section 5283 of the Revised Statutes.

2. SAME—CASE STATED.

Where the tug *M. N. H.* was purchased in New York, by persons interested in the Haytian insurrection, and there fitted out for sea, though having no arms on board, and simultaneously a large quantity of arms and ammunition were bought by the same persons and dispatched on board the schooner *E.*, under instructions and preconcerted signals for transferring them, near Hampton roads, to a steamer which was to receive them there, held, upon the facts, that the steam-tug *M. N. H.* was fitted out with the intent and purpose of receiving these arms and ammunition at Hampton roads, and proceeding thence on a hostile expedition in aid of the insurgents in Hayti, and was therefore justly seized and forfeited to the government, under section 5283.

Information for Violation of Neutrality Laws.

*Elihu Root*, Dist. Atty., for the United States.

*George H. Forster*, for claimant.

v.18,no.9—34