There was a light breeze from the north-west, and the ebb tide made a ripple on the sand where the vessel lay aground. On sighting the Bryant, the Cousins ran down from the windward and hove-to some distance astern and south of the former, from whence the libelant, with the aid of another oarsman, undertook to pull up to the Bryant in a small boat, but on account of the wind and tide, particularly the latter, was unable to do so, and had to return to the schooner, which by this time had drifted further to the southwest. The schooner then beat up into the vicinity of the Bryant and hove-to again under the lee of the latter, in comparatively still water, from whence the libelant, with the aid of the oarsman, boarded her without any trouble; the latter taking the boat back to the schooner, which then, by the libelant's direction, stood out to sea. In all this there was some time and labor spent, and much of it because of the libelant's mistake in not bringing his schooner around under the lee of the Bryant in the first instance, but certainly no "extraordinary danger or risk." And while on the vessel the libelant incurred no such danger or risk; for if there was any immediate prospect or probability of her going to pieces on the sand or sinking in the deep water, as there was not the least, all hands could safely have taken to the boats. But the libelant has himself furnished very satisfactory evidence that he did not, at the time, regard this service as dangerous, or otherwise than an ordinary pilot service. On September 6th, it appears that he made out a bill against the Bryant for "pilotage" at the prescribed rates, amounting to the sum of $136, and delivered the same to the agent of the schooner for collection, and as his report of the transaction, which was paid accordingly. Nothing then appears to have been said or thought of any claim for salvage on account of any unusual danger or risk incurred by the libelant in this service.

There must be a decree for the claimant dismissing the libel, and for costs

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THE PRIDE OF AMERICA.

(District Court, N. D. New York. January, 1884.)

MARITIME LIEN--DRAFT RECOGNIZING THE LIEN.

Where a maritime lien attaches to a vessel, and her owner gives a draft for the debt, the draft in terms recognizing, confirming, and continuing the lien, an assignee of the draft and claim can enforce the lien against the vessel.

In Admiralty.

George N. Burt, for intervenor.

Webb & Benedict, for owner.

COXE, J. In September, 1881, the schooner Pride of America was lying in the harbor of Cheboygan, Michigan, in a disabled condition.

As it was not possible to proceed under sail, an agreement was made with the tug George W. Wood to tow her to Milwaukee for $700. The journey was safely accomplished and the master and owner of the schooner—James McDonnell—executed a draft for the amount. Indorsed thereon was a memorandum, signed by him as follows: "It is understood this draft takes the place of a receipted tow bill, and is good against the within-named vessel her owner and underwriters, until paid." The draft was not paid. Its holder, who is also the assignee of the claim, now seeks to enforce his demand against the remnants in the registry of the court, the vessel having been heretofore sold upon a decree in favor of seamen. That the intervenor has a valid lien there can be little doubt. The vessel was bound to the owner of the tug, the towage contract was executed and the maritime lien fully established. *The Queen of the East*, 12 FED. REP. 165. The services rendered were meritorious and satisfactory. It must have been the intention of all concerned that the lien should be continued. It is hardly conceivable that the tug would have consented to release the vessel and give a credit of 60 days, upon any other terms. That a sane man would thus surrender ample security and take in lieu thereof the personal obligation of a stranger, an alien and a sailor, of whose responsibility he could know but little, is not within the limits of reasonable conjecture. The draft, with the indorsement, was given for a debt for which the vessel was liable, and it was given by her master and *owner*. The lien was not thereby divested, but continues till the draft is paid. *The Woodland*, 104 U. S. 180. It was the evident purpose of the owner in executing a negotiable instrument, that the lien should be recognized, confirmed, and continued, in the hands of all *bona fide* holders.

The reasons for the rule which discharges the lien in cases where there has been an assignment of claims for mariners' wages, etc., has little pertinency to the present inquiry. *The Norfolk and Union*, 2 Hughes, 123. Here the owner of the vessel to which the lien attached, in consideration of the credit given, expressly consented that the security should remain unimpaired. How can he now escape the consequences of his own act, especially when he is seeking to avoid the payment of a valid claim the justice of which he has repeatedly recognized? The court should not permit merely technical defenses to prevail against a meritorious claim. Such considerations may be entertained in aid of equity, but not to defeat it.

The intervenor is entitled to a decree for $700 and interest from December 5, 1881, besides costs. The commissioner's fees amounting to $18 should first be paid from the fund.

UNITED STATES *v.* CITY OF ALEXANDRIA and another.

(*Circuit Court, E. D. Virginia.* October 6, 1882.)

1. LIMITATION—GOVERNMENT.
   Time does not run against the sovereign government.
2. LACHES—AGENTS OF GOVERNMENT.
   The government is not chargeable with laches by reason of the procrastination of its officers.
3. LAPSE OF TIME—PUBLIC CORPORATIONS.
   Equity will not refuse to enforce an obligation merely because of the lapse of time, unless evidence has been lost, or the rights of third parties have become involved, or the personal relations between the parties have been so much altered as to change the essential character of the obligation. Governments and municipal corporations are of such a permanent nature that their mutual relations are presumably unaffected by the lapse of years.
4. SPECIFIC PERFORMANCE—AFTER-ACQUIRED TITLE.
   A party agreeing to transfer property which he does not own at the time, cannot refuse to perform his contract after acquiring title.
5. SAME—ONLY PART PERFORMANCE POSSIBLE.
   One who, by his own fault, is unable to perform a part of his contract, cannot upon that account resist a bill for the specific performance of the rest.
6. SAME—PECUNIARY DAMAGES REFUSED.
   Where congress authorized an advance of money to a city upon the surrender to the government of stock which it held, and the money was advanced but the stock was not transferred, *held* that, though specific performance of the obligation to transfer the stock would be decreed, no pecuniary damages could be awarded.

In Equity.

H. H. Wells, for plaintiff.

Kemper, Johnson & Stewart, for defendants.

HUGHES, J. The cities of Georgetown, Washington, and Alexandria united their corporate credit and resources with the United States, Virginia, and Maryland in the construction of the Chesapeake & Ohio canal. About the year 1836 they had exhausted themselves in this behalf, and the canal was unfinished. They applied to congress for relief. The form in which this relief should be given was not definitely settled upon in the first instance. But it finally took the form indicated in the "Act for the relief of the several corporate cities of the District of Columbia," passed May 20, 1836. 5 St. at Large, 32. The act provided that the three cities should convey the legal and equitable title in their stock to the secretary of the treasury, to be held in trust for the United States, with power in the secretary of the treasury "at such times, within ten years, as may be most favorable for the sale of the said stock, to dispose thereof at public sale, and reimburse to the United States such sums as may have been paid under the provisions of this act;" and "if any surplus remain after such reimbursement, he shall pay over such surplus to said cities." The plan was that the United States should pay certain debts of the three several cities, incurred on account of the canal, taking in lieu of them the shares they respectively held in the canal company. It was stated in argument at bar that the debts thus paid