

and also a claim for compensation for towing the Osseo for several days after the collision, under a contract made in respect thereto. No objection is made to the joinder of these demands in an action like this, and they will therefore be disposed of on their merits. The claim for salvage must be rejected because the collision that made the service necessary was in part caused by the fault of the Soper herself.

As to the demand for towage services subsequently performed under a contract there is really no dispute between the parties. This demand is therefore allowed. If there be any controversy as to its amount, a reference may be had.

THE E. LUCKENBACK.

District Court, E. D. New York. January 19, 1884.)

STENOGRAPHER'S FEES ON TRIAL—WHEN TAXED.

A direction made in open court that the testimony given in court be taken down by a stenographer is sufficient to entitle the stenographer's fees to be taxed by the successful party.

Appeal from Taxation of Costs.

Goodrich, Deady & Platt, for the motion.

Butler, Stillman & Hubbard, opposed.

BENEDICT, J. The judge's notes of the trial of this cause contain the memorandum, "stenographer takes notes." This memorandum indicates a direction given at the time that the testimony given in court be taken down by a stenographer. A direction to that effect made in open court is sufficient. It was unnecessary to enter a formal order. The sum paid stenographer was therefore for services rendered in pursuance of a direction of the court, and, like the expenses of printing, (*Dennis v. Eddy*, 12 Blatchf. 195,) is taxable by the successful party.

¹Reported by R. D. & Wyllys Benedict, of the New York bar.

WHITE v. TWO HUNDRED AND NINETY-TWO THOUSAND THREE HUNDRED DOLLARS, Proceeds of the Steam-Boats Americus, etc.¹

(District Court, E. D. New York. December 28, 1883.)

1. SHIP'S HUSBAND—LIEN—PROCEEDS OF SALE OF VESSEL.

There is no lien on moneys, the proceeds of the sale of steam-boats, in favor of one who acted in the capacity of ship's husband, for sums paid by him in satisfaction of demands claimed to be at the time subsisting maritime liens on the vessels, such proceeds not being in his hands.

2. SAME—EXCEPTION TO LIBEL.

Exception to a libel claiming such a lien on proceeds of certain vessels was sustained and the libel dismissed.

In Admiralty.

D. & T. McMahon, for libelant.

Blair, Snow & Rudd, (*R. D. Benedict*, of counsel,) for respondent.

BENEDICT, J. This case comes before the court upon exception to the libel, upon the ground, among others, that the libel fails to state facts, showing the libelant, *R. Cornell White*, to have a lien upon the moneys proceeded against. These moneys, as the libel shows, are the proceeds of certain steam-boats, of which vessels the libelant was ship's husband. The claim sought to be enforced against these moneys consists of various sums paid from time to time by the libelant, while acting in the capacity of ship's husband, in satisfaction of certain demands, which were at the time, as the libelant claims, subsisting maritime liens upon the respective vessels. Upon this statement the libelant had no lien upon the vessels, and has none upon the proceeds, not being in his hands. The authorities are clear to the effect that a ship's husband has no lien upon the ship for sums paid by him in satisfaction of the ship's bills. *The Larch*, 2 Curt. C. C. 427; *The Sarah J. Weed*, 2 Low. 556; *The J. C. Williams*, 15 FED. REP. 558. These cases are decisive of the present case. If authority were wanting, my opinion would still be adverse to the libelant. The libelant cannot maintain this action if he could not maintain an action against the vessels themselves, and there are, in my opinion, strong considerations which should forbid a ship's husband to acquire, as against his principals, a lien upon their vessel for payments which he is employed to make for them, and which he makes for a compensation paid him.

This exception to the libel is therefore well taken, and the libel must be dismissed, with costs.

¹ Reported by *R. D. & Wyllys Benedict*, of the New York bar.