mouth of the Matavan, or Middletown, creek. It is within the state of New Jersey; and the adjacent lands under water to the northward, beneath the waters of Raritan bay, also belong to the state of New Jersey, the boundary line of which, by the agreement above referred to, is "the middle of Raritan bay and New York bay." By article 3 of the agreement, it is provided that "the state of New York shall have and enjoy exclusive jurisdiction of and over all the waters of the bay of New York, and of and over the lands covered by the said waters to the low-water mark on the westerly or New Jersey side thereof; subject to the following rights of property and of jurisdiction of New Jersey:" "(1) The state of New Jersey shall have the exclusive right of property in and to the land under water lying west of the middle of the bay of New York;" and "(2) the exclusive jurisdiction of and over the wharves, docks, and improvements made on the shore, and of and over all vessels aground on said shore, or fastened to such wharf or dock." New Jersey has also exclusive jurisdiction of all the waters of Raritan bay lying west of Matavan creek.

Assuming what is most favorable to the libelant, that the "bay of New York" includes the lower bay as well as the upper bay, so that this schooner, if not aground nor fastened to any dock at Keyport, might be within the jurisdiction of New York under the above article 3; still, the exception of "vessels aground or fastened to the dock" would apply to the present case, and make this schooner, at the time when the supplies were furnished and delivered to her, within the jurisdiction of New Jersey, although the testimony as to her exact situation is not very explicit. The vessel is described as "lying at a brick-yard" at Keyport, without sails, and in distress; and the witnesses Kirby and Hammond speak of her as "lying at the dock," and "needing sails before she could leave the dock." It must be assumed, therefore, in the absence of any more explicit evidence, that this schooner was in some way fastened to the dock at the brick-yard, and hence, within the exclusive jurisdiction of New Jersey, the state of her owner's residence, where the supplies were furnished; and, consequently, not subject to a maritime lien therefor. The libel must, therefore, be dismissed.

The Henry M. Clark.

(*District Court, S. D. New York.* November 29, 1884.)

Collision—Damages—Repairing—Intervening Voyages.

While indemnity for the loss is the rule of compensation in collision cases, where the actual cost of repairs is relied upon as the proof of the damage, such repairs should be made at once. If made at different times, and in part, after intervening voyages calculated to aggravate the injury, a reasonable deduction made by the commissioner from the actual cost of repairs will be sustained.

In Admiralty.

Goodrich, Deady & Platt, for libelant.

More, Aplington & More, for claimants.

Brown, J. From the damages proved by the libelant, the commissioner has deducted $500, to-wit: $140 on account of labor, $100 on account of materials, and $260 on account of the voyages made between the different times of making the repairs. The last item of deduction is most strongly pressed on the attention of the court, upon the exceptions as improperly deducted. I cannot doubt from the evidence that the libelant's vessel received a strain, wrench, or twist from the effects of the collision, though the full effects of it were not apparent until afterwards. The libelant has an undoubted legal right to full compensation for the actual injury caused by the collision, and he is not under any obligation to repair his vessel; but when the repairs are sought to be made the chief proof of the actual injury caused by the collision, it must appear that the repairs were made fairly, and made, not only within a reasonable time, but under circumstances that leave no room for a reasonable belief or suspicion that the injuries caused by the collision have been aggravated by the intermediate use of the vessel. To admit without question the cost of making repairs, after indefinite navigation of the vessel in the mean time, would introduce a highly dangerous rule, and add greatly to the opportunities already existing for exaggerated claims in the repairs of damaged vessels. In the present case, two or three considerable voyages were made between the different times at which the repairs were done. These voyages were calculated to increase, to some extent, the injuries to the ship; though not, perhaps, to a large amount. On the whole, I think the amount of $260, deducted by the commissioner from the final aggregate of the repairs, is none too large. I have examined, also, the other objections raised upon each side, but do not think there are sufficient grounds for varying the commissioner's report; and his report is, therefore, confirmed.