THE SNAP.

District Court, D. New Jersey. August 13, 1884.

ADMIRALTY PRACTICE—STIPULATION FOR COSTS—OATH OF SURETY.

Until satisfactory proof is put in that the officer, in accepting a bond, was deceived or did not properly perform his duty, the court will assume that the security is sufficient, and when the surety has made oath that he is worth a sufficient sum over and above all his just debts and liabilities the stipulation is *prima facie* good.

In Admiralty.

Hyland & Zabriskie, for libelants.

Wallis & Edwards, for claimants.

NIXON, J. The proctors for the libelants in the above-stated cause filed with the libel the usual stipulation for costs, offering as surety one Isaac Pierson, who swore that he was worth the sum of $500 over and above all his just debts and liabilities. This is all that the rule requires, and is, *prima facie,* a good stipulation. The proctors for the claimants, however, gave notice to the libelants to produce their surety (Pierson) before Mr. Commissioner Romaine in Jersey City, on a day stated, to enable them to make further inquiry as to his property and responsibility. The libelants declined to produce him; and a rule was then taken upon them to show cause before the court why additional security for costs should not be furnished. On the return of the rule no evidence was offered to show, or tending to show, that the stipulation filed was not good, but the court was asked to inaugurate the practice of setting aside a stipulation for costs entered into in the usual form, and verified by the usual affidavit, upon the mere suggestion by the respondents that it might not be sufficient.

Until some satisfactory proof is put in that the officer, in accepting 511 the bond, was deceived, or did

not properly perform his duty, the court must assume that the bond is sufficient.

The rule to show cause is discharged.