

EGAN *v.* A CARGO OF SPRUCE LATH.

*Circuit Court, S. D. New York.*

September 30, 1890.

MARITIME LIENS—FREIGHT AND DEMURBAGE—HOW LOST.

A cargo of lath, sold by the consignee to the claimant before arrival, was discharged without notice to claimant or any lien or claim for freight and demurrage, it being ousomary in the port of New York to discharge cargoes from canal-boats before demanding freight and demurrage, and the laths, as fast as they were discharged, were received by the claimant, and transported from the wharf to his lumber-yard, a half mile distant. Libelant's claim for freight and demurrage against the consignee and shipper being afterwards disputed as to amount, this libel was filed five days after the discharge was completed to establish a lien. *Held* that, as the delivery was unconditional, the lien had been lost. Affirming 41 Fed. Rep. 830.

In Admiralty. Appeal from district court.

Libel by Frank Egan against a cargo of spruce lath for freight and demurrage. The libel Was dismissed, and libelant appeals.

*Hyland & Zabriskie*, for libelant.

*Benj. Barker, Jr.*, for Claimant.

LACOMBE, J. Decree of district court affirmed, with costs.