tion. Nor can I find that, if a proper rope or readjustment had been asked by them, it would not have been allowed. I do not see how I can hold this to be less than acquiescence by them in the wrongful act of the mate, such as to charge the men also with negligence or want of reasonable care. The case falls, therefore, within the principles of *The Max Morris*, 137 U. S. 1, 11 Sup. Ct. Rep. 29, 24 Fed. Rep. 860. Though the libelant is yet far from well, his ultimate recovery, upon the evidence, seems probable. I allow him $400, and costs.

THE HOPE.

SUN INS. CO. *v.* THE HOPE.

(District Court, D. Washington, N. D. February 11, 1893.)

MARITIME LIENS—INSURANCE PREMIUMS.

Under the general maritime law there is no lien on a vessel for marine insurance premiums due from her owner.

In Admiralty. Libel by the Sun Insurance Company against the bark Hope, etc., to recover insurance premiums. Heard on exceptions to the libel. Sustained.

Wm. H. Whittlesey, for libelant.

C. D. Emery, for claimant.

HANFORD, District Judge. This is a suit *in rem*, to recover the amount of a premium for marine insurance issued to the owner of the vessel libeled. The claimant has filed exceptions to the libel on the ground that there is no lien to support process *in rem*, and the court is without jurisdiction. There is no statute giving a lien for insurance premiums in this state, and whether such a lien exists under the general maritime law is a question upon which I find a conflict of authority. But a majority of the cases, and I think the weightier decisions, affirm that insurance for the personal benefit of an owner is not essential to render a vessel seaworthy, or an aid to navigation, and there can be no reason for giving credit to the vessel for such expense; therefore, the lien does not exist. Henry, Adm. p. 130; *The John T. Moore*, 3 Woods, 61; *The Jennie B. Gilkey*, 19 Fed. Rep. 127; *The Waubaushene*, 22 Fed. Rep. 109; note to *The Dolphin*, 1 Flip. 580. I hold to this view, and will sustain the exceptions.

KERRUISH *v.* HAVEMEYERS & ELDER SUGAR REFINING CO.

CHURNSIDE *v.* SAME.

(*Circuit Court of Appeals, Second Circuit.* November 14, 1891.)

SHIPPING—DELIVERY OF CARGO—SHORTAGE.

On the evidence, *held*, that all the sugar received by the steam-ships Ixia and Hampshire had been delivered, the contents of the missing bags having been put into new bags by the ships' men; and respondent's claim to make a deduction from the freight because of such alleged shortage should not be allowed. 42 Fed. Rep. 511, affirmed.

Appeal from the Circuit Court for the Southern District of New York.

In Admiralty. Suit by the masters of the vessels Hampshire and Ixia against the Havemeyers & Elder Sugar Refining Company to recover a balance of freight. A decree for libelants was affirmed by the circuit court, and respondent appeals. Affirmed.

The evidence showed that the respondent took charge of the unloading, and its employes handled the bags roughly, destroying some of the bags, and obliterating their marks; that a great deal of sweepings remained after the discharge, which were placed in new bags by the ships' coopers. The Hampshire delivered 211 more bags than the bills of lading called for; the Ixia, 76. The shortage in weight was not 1 per cent. of the amount stated in the bills of lading, which could be accounted for by the tendency of sugar to vary in weight from inherent causes. The district court held that all of the sugar received had been delivered, and hence that the alleged offset to libelants' claims failed, and they were entitled to recover, (42 Fed. Rep. 511;) and, on appeal, a *pro forma* affirmance was rendered by the circuit court, whence respondent appealed to this court.

Parsons, Shepard & Ogden, for appellant.

Convers & Kirlin, for appellees.

Before WALLACE and LACOMBE, Circuit Judges.

PER CURIAM. There is no proof of a short delivery of cargo in these cases, except as to the sugar in the 11 cargo bags not delivered by the Ixia, and the 15 not delivered by the Hampshire. We are satisfied that the contents of these bags were delivered in the 76 new bags of the Ixia, and the 211 of the Hampshire, containing sweepings, and that some of the cargo bags were destroyed by rough usage during the discharge, and others, partly destroyed, were put inside the new bags. The decree of the circuit court in each case is affirmed, with interest, and the costs of the appeal to be paid by the appellant, and the cause remanded to the circuit court for further proceedings in conformity with this opinion.