conceal this material part of his discovery. I do not say that such disclosure was essential to the validity of his patent, (that question is not before me,) but that the information withheld does not constitute such a secret as the section, or equity, protects. See 1 Rob. Pat. p. 63; 2 Rob. Pat. pp. 75, 76; *Carr* v. *Rice*, 1 Fish. Pat. Cas. 201; *Johnson* v. *Root*, 2 Fish. Pat. Cas. 301. The usual order requiring the witness to answer may be prepared.

THE WEATHERBY.[1]

SPRECKELS *v.* THE WEATHERBY.

(District Court, E. D. Pennsylvania. February 2, 1892.)

ADMIRALTY—COSTS.

Costs will not be placed on libelant, in whose favor a final decree has been made, on account of the decree not exceeding the amount which was admitted by respondent's answer, although all questions in controversy were decided in respondent's favor, and the expenses of the suit were greatly increased by the large sum originally claimed by libelant.

In Admiralty. Libel by Claus Spreckels against the steamer Weatherby. Motion by respondent to place the costs on libelant. The libel as filed claimed $97,000, proceeds of sale of damaged cargo, damaged without fault of the ship. Respondent in answer admitted $52,000 due, subject to deduction for general average. For this amount admitted, the final decree was made, which was opened and further reduced on account of difference in rate of exchange. See 48 Fed. Rep. 734. The expenses of suit had been greatly increased by requiring a stipulation for $110,000, which was reduced under a survey and appraisement of the steamer to $75,000. Motion denied.

Morton P. Henry, for libelant.

Curtis Tilton, for respondent.

BUTLER, District Judge. While the court has control over the subject of costs, and may impose them on either party, as in equity, they generally follow the event of the suit—always indeed except where something unusual appears, which renders it just to impose them on the other side. I do not find anything in this case which would justify a departure from the general rule. The suggestion that a part of them, at least, should be borne by the libelant was made at an earlier stage in the proceedings, and the subject was reserved for consideration until this time. I have considered it fully in the light of the facts invoked by the respondent's counsel, but cannot adopt his views respecting it.

[1]Reported by Mark Wilks Collet, Esq., of the Philadelphia bar.

PETTIE v. BOSTON TOW-BOAT CO.

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

1. TOWAGE—LOSS OF BARGE IN TOW—INCOMPETENCE OF PILOT.
A barge, while being towed through a channel with a hawser 100 fathoms long, sheered from the course of the tug, and struck on submerged rocks, causing her to sink. The pilot of the tug was unfamiliar with the obstructions of the channel, and allowed the tug to go too far to westward of the safe course. *Held*, that the loss of the barge was properly found to be due to the negligence of the tug.

2. SAME—SALVAGE—REMISSNESS OF OWNER.
The owner of the barge gave the underwriters notice of abandonment, and that he should claim a total loss. They sent a contracting salvor to the wreck, who made an examination, to ascertain whether the barge could be raised or her cargo of coal recovered, and reported that the barge was not worth raising, and that the expense of recovering the coal would equal its value. *Held*, that the owner of the barge, in seeking to recover for her loss, was not chargeable with remissness, in making no attempt to raise the barge or save her cargo.

3. SAME—WEAKNESS OF LOST TOW—APPORTIONMENT.
There having been no concealment of the weak condition of the barge in order to induce the towage contract, and her loss having been in no wise brought about by that condition, the fact that she was too rotten about the decks to admit of her being raised did not affect the owner's right to recover; nor was respondent entitled to an apportionment of the loss on the ground that, but for the weakness of the barge, the loss would have been comparatively small.

4. SAME—FRAUDULENT OVERVALUATION—COSTS.
A libelant who is entitled to recover for the loss of a barge through the negligence of a tug having her in tow, but who, being an expert, falsely testifies as to her value, and procures other witnesses to make statements as to her value which he knows to be incorrect, for the purpose of enhancing the amount of his recovery, should be required to pay the costs of a reference to ascertain such value.

44 Fed. Rep. 382, modified.

Appeal from the District Court of the United States for the Southern District of New York.

In Admiralty. Libel by Charles A. Pettie against the Boston Tow-Boat Company to recover for the loss of a barge. Decree for libelant. Respondent appeals. Modified.

George Bethune Adams, for appellant.

Edward H. Hobbs, for appellee.

Before WALLACE and LACOMBE, Circuit Judges.

WALLACE, Circuit Judge. The barge Richmond Talbot, while being towed by the tug Joseph Bartram, on a voyage from Stonington to Boston, struck the rocks in Lloyd's channel, about three miles out from Stonington, and near the east end of Wicopesset island, and was so injured that she sank immediately. Her owner filed this libel against the respondent, the owner of the tug, to recover the value of the barge and her cargo, on the theory that the loss was the consequence of the negligent navigation of the tug. Among other things, the libel alleged that the barge was of the value of $5,500. The answer, among other things, alleged that the accident was solely due to the carelessness of those in charge of the barge, in allowing her to sheer from the course of the tug. Upon the original hearing in the district court, the questions principally litigated were whether the tug was guilty of negligence in taking a course too near the