will be, as it should be, an intelligent, and not a blind, obedience. The judgments of that tribunal are founded on the records before it, and these judgments will be unhesitatingly enforced, except as their enforcement may be modified or restrained by events occurring subsequent to the period covered by this record. That such events may modify, and often do modify, the mode and manner of enforcement is well known to all members of the profession. The death of parties, partial satisfaction, changes of interest subject to judgment and sales upon the judgment pending the appeal, are instances where this result is frequently produced."

It follows from these authorities, if it, indeed, needed any authority to support so obvious a proposition, that payments or compromises made in his own behalf by a party to a decree after its rendition in the court below are to be noticed and enforced by the inferior court after the affirmance of the decree by the supreme court and the return of its mandate. It is conceded, however, by counsel for the execution creditors that Tuyes and Moulton are entitled to be credited on the execution with the amounts paid by them in compromise of the decrees rendered against them, but it is insisted that they are entitled to no more. This concession, it seems to me, yields the whole case. Tuyes and Moulton insist that the decrees against them have been discharged by accord and satisfaction. The accord and satisfaction is clearly established. It is impossible to hold that they would be entitled to the benefit of full or partial payment, and to deny them the benefit of their accord and satisfaction. Both these methods of satisfying a decree, so far as the question in hand is concerned, stand on precisely the same footing.

But it is insisted that the adjustments made with Tuyes and Moulton were compromises, and that the compromises failed; therefore the appellees were remitted to their original rights, and can collect the balance of their decrees not covered by the compromise payments. It is true, the adjustments were compromises, but the compromises have not failed. Those compromises were that the appellees should receive a certain sum in full satisfaction of the decree. This was agreed to by the debtors; the money was paid, and a release executed. So far from the compromises failing, they were fully executed and performed. When these compromises were made it was perfectly well known to the owners of the Richmond that Tuyes and Moulton could not prevent the owners of the Sabine from carrying up the decree by appeal. They never agreed that there should be no appeal. They compromised and satisfied the decrees against themselves. They took no appeal, for they had nothing to appeal from. They were out of the case. It is true that, if the decree of the circuit court had been reversed, the reversal would have extended to the decree against Tuyes and Moulton. But that would have been of no benefit to them. They could not have recovered back the compromise money voluntarily paid before the appeal in satisfaction of the decree. No reason is perceived why the execution in question should be allowed to proceed against the property of Tuyes and Moulton. They have both satisfied the decrees upon which the execution is issued. The affirmance by the supreme court of the entire decree of the circuit court does not make this any the less a fact. It would not be just to compel another

satisfaction by Tuyes and Moulton. As to Tuyes, he is in fact subrogated to the rights, so far as they have any, of the owners of the Richmond in the decree against himself. If the decree is not satisfied, he is, in effect, its owner, so that the levy of this execution upon his property is an attempt to compel him to pay a decree which he has compromised, and the owners of which have attempted to subrogate him to their rights therein. In short, it is an attempt to enforce by execution payment of a decree which, if it is not already satisfied, is the property of the person from whom its payment is to be exacted. No question is made in reference to the method adopted by Tuyes and Moulton to gain the relief prayed for. The power to control their own process so as to prevent injustice is one which belongs to all courts. *McHenry* v. *Watkins*, 12 Ill. 233; *Russell* v. *Hugunin*, 1 Scam. 562; *Adams* v. *Smallwood*, 8 Jones, (N. C.) 258; *Barnes* v. *Robinson*, 4 Yerg. 186; *Azcarati* v. *Fitzsimmons*, 3 Wash. C. C. 134; *Davis* v. *Shapley*, 1 Barn. & Adol. 54; *Humphreys* v. *Knight*, 6 Bing. 572. The exercise of this power is invoked by their motions, and there seems to be no good reason why the relief asked for should not be granted. The motions are allowed.

THE LILLIE LAURIE.

(*Circuit Court, E. D. Texas.* November Term, 1880.)

1. ADMIRALTY—PRIORITY OF LIENS.
   Liens for salvage and for damage to goods are inferior to the lien of seamen for wages earned on a subsequent voyage, but, being general maritime liens, are superior to those of mortgagees, whether their mortgages were registered before or after the origin of the maritime liens.
2. SAME.
   Liens for salvage and for damage to goods are superior to a state statutory lien for supplies subsequently furnished in the home port.
3. SAME—APPEALS—IMPROVIDENT PAYMENT.
   A libel for salvage and for damage to goods was dismissed, and decrees were rendered in favor of certain furnishers of supplies in the home port, on a lien created by the state law, each decree being for less than $50, and therefore not subject to appeal. Libelant appealed to the circuit court, and, pending his appeal, the decrees for supplies were paid in full, though the proceeds of the vessel were insufficient to pay both classes of claims. *Held*, that the payment was improvidently made, as the question of priority was carried up by the libelant's appeal.

In Admiralty. Libel for seamen's wages. On appeal from district court.

The original libel was filed by Dennis Mahoney to recover seaman's wages. Several other seamen intervened, and filed similar libels. One E. N. Stevenson also intervened, and filed a libel for damages sustained by the nonperformance by the Laurie of a contract of affreightment and for salvage. Upon this latter libel the facts disclosed by the evidence were as follows: The schooner, in December, 1878, was bound on a voyage from Galveston to Moss' Bluff, on the Trinity river. A part of her cargo consisted of merchandise, valued at more than $1,200, the prop-