

claimed on taxation before the clerk and disallowed. The proctor "now moves the court to allow the *usual* costs to libelant and libelant's proctor." The "*usual*" costs in summary cases were allowed and taxed by the clerk. What I suppose the motion is intended to effect is a special allowance of proctor's costs under the rule above stated. To justify the court in doing this, something should appear in the case to distinguish it from ordinary summary proceedings. I do not find anything to so distinguish it. It was the libelant's privilege to have the testimony heard in court, instead of having it taken before a commissioner, but he elected to pursue the latter course. Whether this was more burdensome than hearing it in court would have been, I do not know, nor is it important.

The motion must be dismissed.

THE UMBRIA.

CUNARD STEAMSHIP CO., Limited, v. COATES. SAME v. DOLLARD.

(Circuit Court of Appeals, Second Circuit. December 13, 1892.)

Nos. 49, 51.

1. INTEREST—AFFIRMANCE OF DECREE.

When a decree for libelant, which included interest, is affirmed, he, when appellee, is entitled to interest on the whole decree, unless special circumstances induce the court to disallow it. *Deems v. Canal Line*, 14 Blatchf. 474, disapproved. *The Blenheim*, 18 Fed. 47, followed.

2. ADMIRALTY—APPEAL—COSTS.

On a libel against one vessel for damages to the cargo of another by collision and a decree against her, if the decree is reversed on appeal by claimant on the ground that both vessels were in fault, appellant is entitled to costs.

Motions to modify order for mandate. Denied.

For report of the decision on the appeals, see 59 Fed. 489.

PER CURIAM. In these cases we conclude that, upon an affirmance by this court on an appeal from a decree of the district court in favor of the libelant, the libelant, when appellee, is entitled to interest on the whole decree, in the absence of special circumstances to induce the court to disallow interest. We adopt the rule followed in *The Blenheim*, 18 Fed. 47, and disapprove that followed in *Deems v. Canal Line*, 14 Blatchf. 474, believing the doctrine of *The Blenheim* to be founded on better reason.

As to costs, the appellant was put to the necessity of an appeal to secure a proper modification of the decree. If the libelants had made the *Iberia* a party, and insisted upon a decree against her as well as the *Umbria*, such as they would have been entitled to according to *The Alabama and Game Cock*, 92 U. S. 695, they could urge with reason that they should not be charged with the costs of the *Umbria's* appeal. Not having done so, there is no good reason why the appellant shall be required to bear the costs of a necessary appeal.

The motions to modify the order for a mandate are denied, except as to the clerical error in the *Dollard* case.

THE EXPRESS.**THE N. B. STARBUCK.****THE CHARM.****NEW YORK & CUBA MAIL STEAMSHIP CO. v. THE EXPRESS, THE
N. B. STARBUCK, and THE CHARM.**

(Circuit Court of Appeals, Second Circuit. December 13, 1892.)

No. 38.

INTEREST—AFFIRMANCE OF DECREE.

A party who appeals from a decree in his favor in a collision case is not entitled to interest on the original recovery pending the appeal.

Motion to Amend Mandate. Denied.

For report of the decision on the appeal, see 3 C. C. A. 342, 52 Fed. 890.

PER CURIAM. The party who appeals from a decree in his favor in a cause of collision is not entitled to interest on the original recovery pending the appeal. Interest, in such cases, is given for delay in satisfying a decree. The party who appeals puts it out of the power of the opposite party to pay the decree. The Rebecca Clyde, 12 Blatchf. 403; Hemmenway v. Fisher, 20 How. 260; The Blenheim, 18 Fed. 47.

The motion to amend the mandate is denied.

The HAYTIAN REPUBLIC.**UNITED STATES v. The HAYTIAN REPUBLIC.**

(Circuit Court of Appeals, Ninth Circuit. December 18, 1893.)

No. 149.

1. ADMIRALTY PRACTICE—LIBEL OF FORFEITURE—SECOND SEIZURE.

A vessel which is seized under a libel of forfeiture for violating the revenue laws, and is released on bond, is not subject to seizure in a different district under a libel alleging other violations committed during the same period. The Langdon Cheves, 2 Mason, 59, distinguished. 57 Fed. 508, affirmed.

2. SAME—RELEASE—BOND—VALIDITY.

The release bond of a vessel is not rendered invalid by the mere omission from the condition clause of the specified sum to be paid in case of default, when the bond contains a distinct obligation to pay the appraised value. 57 Fed. 508, affirmed.

Appeal from the District Court of the United States for the District of Oregon.

In Admiralty. Libel of forfeiture against the steamship Haytian Republic (the Northwest Loan & Trust Company, claimant) for violation of the revenue laws. Exceptions to the libel were sustained. 57 Fed. 508. The United States appeal. Affirmed.

John M. Gearin (Daniel R. Murphy, U. S. Atty., on the brief,) for the United States.

Andros & Frank, for appellees.