

to believe that Reid was managing for appellee. That insurance was procured by Reid for his own benefit. It is true that Baldwin was collaterally interested, but that is wholly due to his creditor relation. That it was taken out in his name, and that he has collected it, is due to the situation of the title. Baldwin's ratification of Reid's act in taking this insurance in his name cannot help appellants in any view of the case. The subsequent ratification of an originally unauthorized act operates as a previous authority only as between the parties to the contract ratified. But, were it otherwise, an authority by a mortgagee to the mortgagor to take insurance in the mortgagee's name would not include an authority to bind the mortgagee for extensive repairs upon the property to be insured, even though without such repairs the vessel was uninsurable. The agency for such a purpose would not bring within its scope so foreign a matter as repairing the subject-matter of insurance.

The libel of James Murdock stands upon even less firm ground than those of his co-appellants. The decree dismissing all of the libels must be affirmed, with costs.

THE ISABEL.

CHAPMAN DERRICK & WRECKING CO. v. THE ISABEL.

(District Court, D. Connecticut. March 8, 1897.)

No. 1,097.

UNITED STATES MARSHALS—COMMISSIONS IN COMPROMISED ADMIRALTY CASES.

On a libel in rem for salvage, no monition was served, but the claimant appeared, gave bond, and consented to a decree for a specified sum, which he paid to libelant in settlement of the case. *Held*, that the marshal was not entitled to any commission thereon, as he had incurred no responsibility.

This was a libel by the Chapman Derrick & Wrecking Company against the steamboat Isabel to recover compensation for salvage services. The cause was heard on the marshal's appeal from the clerk's taxation of costs.

Samuel Park, for libelant.

R. C. Morris, per se.

TOWNSEND, District Judge. In the above-entitled cause a libel in rem for salvage services was filed, but no monition was served. The claimant appeared, filed a bond with libelant in the sum of \$7,000, and consented to a decree for \$2,500, which amount was paid to libelant in settlement of the case. The marshal included in his bill for taxation of costs a charge for a commission on said amount, which was disallowed by the clerk. The marshal contends that he is entitled to said commission by virtue of the provisions of section 829, Rev. St., which is as follows:

"When the debt or claim in admiralty is settled by the parties without a sale of the property, the marshal shall be entitled to a commission of one per centum on the first five hundred dollars of the claim or decree, and one-half of one per centum on the excess of any sum thereof over five hundred dollars: provided,

that when the value of the property is less than the claim, such commission shall be allowed only on the appraised value thereof."

In *The Russia*, 5 Ben. 84, Fed. Cas. No. 12,170; *The City of Washington*, 13 Blatchf. 410, Fed. Cas. No. 2,772; *The Clintonia*, 11 Fed. 740; *The Morgan City*, 39 Fed. 572; and *The Captain John*, 41 Fed. 150,—such commissions were allowed on the amount demanded in the libel. In each of these cases, however, the vessel had been seized by the marshal. In *The Acadia*, 10 Ben. 482, Fed. Cas. No. 23; *Robinson v. 15,516 Bags of Sugar*, 35 Fed. 603, and *The Scottish Dale*, 65 Fed. 811, a commission was allowed, not on the amount demanded, but on the amount paid in the settlement of the claim. As no specific debt or claim was fixed in the libel herein, and as there was no appraisal of the value of the property libeled, the marshal would, in no event, be entitled to a commission other than on the amount paid in settlement. There is considerable force in the suggestion of counsel for claimant that, inasmuch as the marshal has incurred no responsibility, he is not entitled to any commission. I understand that the clerk, in disallowing the charge of the marshal, has followed the prevailing practice in the Southern district of New York. The disallowance is therefore affirmed. Let an order be entered accordingly.

THE MARION.

TIBBOL et al. v. THE MARION.

(District Court, N. D. California. March 5, 1897.)

1. SEAMEN'S WAGES—LIEN ON CARGO BELONGING TO SHIPOWNER.

Where the owner of the ship is also owner of the cargo, the seamen have a lien on the cargo for wages in the nature of a charge on the freight.

2. ADMIRALTY PLEADING—VERIFICATION OF LIBEL.

Under rules 3 and 5 of the district court for the Southern district of New York, which were adopted by the district court for the Northern district of California, an amended libel to enforce an alleged lien on the cargo for wages need not be verified, when such cargo has been released on stipulation under the original libel, and libelants are beyond the jurisdiction.

This was a libel by J. T. Tibbol and others against the barkentine *Marion* and her cargo of 850 barrels of salmon, to enforce a claim for wages. The cause was heard on exceptions to an amended libel filed against the cargo.

H. W. Hutton, for libelants.

A. P. Van Duzer, for claimants of cargo.

MORROW, District Judge. This case comes up on exceptions to the second amended libel. The original libel was filed on October 27, 1896, and was brought against the barkentine *Marion*, her tackle, apparel, furniture, etc., and the cargo of said vessel, consisting of 850 barrels of salmon, to recover for seamen's wages. The libelants shipped on a fishing voyage from the port of San Francisco to Cook's Inlet, Alaska, and other Alaskan ports. They did not ship on a lay, but were to be paid a definite sum per month as