

his work on the evidence of accomplices, pp. 98, 99, and which is as follows: "The confirmation ought to be in such and so many parts of the accomplice's narrative as may reasonably satisfy the jury that he is telling truth without restricting the confirmation to any particular points, and leaving the effect of such confirmation (which may vary in its effect according to the nature and circumstances of the particular case) to the consideration of the jury, aided in that consideration by the observations of the judge. See 1 Greenleaf Ev. § 381, note 1. This is, I think, a safe and sound rule, with, perhaps, a single modification. The corroborating evidence should not be extended to such acts in the witness' narrative as are generally known, but should be confined to those matters which, whether in themselves material to conviction or not, are seen to be well calculated to strengthen and confirm the truth of his story.

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*In re WELGE.*

(District Court, E. D. Missouri. — 1880.)

**BANKRUPTCY—ASSIGNEE—ALLOWANCE FOR SERVICES AS ATTORNEY.**—The court in its discretion can allow an assignee in bankruptcy additional compensation for his services as an attorney at law in the conduct of necessary litigation for the preservation of the bankrupt estate.

Motion to set aside extra allowance to an assignee in bankruptcy for services rendered as an attorney at law.

*David Goldsmith*, assignee, *in propria persona*.

*S. N. Holliday*, for creditors.

**TREAT, J.** The motion in this case raises the legal question whether under any circumstances an assignee in bankruptcy can be allowed, by way of additional compensation, any sum whatever for his services as attorney in the conduct of necessary litigation for the preservation of a bankrupt estate. The doctrine of trusts forbids the trustee to speculate for his own benefit, but leaves to the chancellor to determine what the measure of his compensation should be.

An assignee, with the consent of court, can have an attor-

ney appointed, to whom proper fees are allowable. Why, then, if the assignee is a competent attorney, should he not act, and thus save the estate the expense of double charges? If some one other than himself were called into the case the needed information would have to be imparted, and even then an inadequate view of what is requisite might be presented.

Experience has shown that when laymen have been assignees they, from lack of legal information, have often turned over, practically, the administration of the respective estates to some attorney, and then claimed the statutory compensation for their services as assignees, and fees for their attorneys. This court has resolutely refused to allow such double compensation, for the assignee is compelled to perform all duties pertaining to his trust for the compensation allowed, and not to employ an attorney except in special cases. If extraordinary services are required and performed, an extra allowance is permitted; and why, if those extraordinary services are such as need a skilled attorney, should he not, if he performs those services, be allowed compensation therefor?

In this case it is not disputed that the assignee, being a competent attorney, and having no assets for expenses of litigation, did institute and successfully pursue needed litigation, whereby the sole assets were secured. If he did the professional work why should he not be allowed therefor, at least, the amount he would have had to pay some other attorney, whom he would have been compelled to instruct as to details?

There is no danger of abuse in such matters, because the allowance is to be made by the court, just as in trusts generally, where the chancellor passes on the true measure of compensation. Here the work was well and successfully done, and the compensation reasonable. Indeed, but for the hazard the assignee took no assets would have existed.

The motion to set aside the allowance is overruled, and the extra allowance granted, subject to the approval of the circuit judge.

THE MONONGAHELA NAVIGATION CO. v. THE STEAM TUG  
"BOB CONNELL" and others.

(Circuit Court, W. D. Pennsylvania. March 5, 1880.)

ADMIRALTY JURISDICTION—LOCKAGE.—A claim for lockage in a public navigable river is cognizable by a court of admiralty.

LIEN—SERVICE IN HOME PORT.—A lien for lockage will not arise where the services were rendered to the vessel in her home port.

In admiralty.

*James I. Kay*, for libellant.

*P. C. Knox, J. & J. H. Barton and J. H. Miller*, for respondents.

McKENNAN, J. In view of the growing tendency of the decisions of the supreme court towards the expansion of admiralty jurisdiction in this country, I think a claim for lockage in a public navigable river may properly be regarded as a subject of a maritime nature, and so cognizable by a court of admiralty. It has not been authoritatively so classified, but the reasons for such classification apply as decisively to it as to other recognized subjects of admiralty cognizance. Lockage is a service which is purely maritime, and which respects rights and duties appertaining to commerce and navigation; and, as necessary to the use of artificial appliances by which navigation is facilitated, it is not only beneficial to commerce, but is indispensable to enable vessels engaged in it to proceed on their voyage.

I have no doubt, therefore, from the nature of the appellant's claim, that it is within the general jurisdiction of the district court as a court of admiralty.

How may it be enforced, by a libel *in rem* or *in personam*? If the former, it can only be on the basis of a lien against the vessel to which credit was given. A lien arises:

1. By virtue of the general maritime law, in view of the nature of the claim or service, and the circumstances surrounding it.

2. By virtue of a local statute expressly creating it.

As to the latter of these classes it is only necessary to say