

ilar blast of his steam-whistle, and thereupon such steamer shall pass to the right or on the port side of each other." The pilot of the Johnson Brothers was the first to determine the course, and by one whistle gave notice to the Clifton to port her helm and pass to the right. But the pilot of the Clifton, wishing to go into the Twelfth-street dock by the shortest way, declined to accede to the arrangement, and replied with two whistles rather than one. It was as if he had said to the Johnson Brothers: "I hear your single whistle, but I give you notice, by returning two whistles, that I do not mean to comply with your request and go by you on your port side. I prefer to hug the wharves, and pass you on your starboard side, although the first rule or regulation, governing both of us, gives the pilot of either steamer the right of first determining on which side he will pass the other, and when he has given the notice of his determination by a single whistle, the other must accede by returning the same signal, and passing to the right, or on the port side of each other."

There must be a decree for the libelants, and a reference to ascertain the damages.

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THE FERRERI.\*

(Circuit Court, E. D. New York. December 14, 1882.)

CONVERSION—JURISDICTION—CASE AFFIRMED.

Decision of the district court in the same case affirmed. See *The Ferreri*, 9 FED. REP. 468.

In Admiralty.

*W. W. Goodrich*, for libelants.

*Lorenzo Ullo*, for claimant.

BLATCHFORD, Justice. I have carefully examined the proofs in these cases, and considered the questions argued at the bar. The opinion of the district judge sets forth the facts correctly, and I concur in his conclusions, that the proofs show a right in the libelants to maintain a suit *in rem* against the vessel to recover the value of the resin; that, under the averments in the libel and its prayer, a decree for damages for conversion can be sustained; and that the libelants had a right to require the signing of the bill of lading which they demanded from the master. Whether they had a right to claim the benefit of the contract of shipment made by Michel with the vessel is

\*Reported by R. D. & Wyllys Benedict.

a question not necessary to be decided. The discussion of the facts and the law applicable to the case by the district judge is so full and thorough that nothing can be added to its force.

Decrees must be entered for the amounts of damages awarded below, with interest from September 27, 1881, with the costs taxed in favor of the libelants below, and their costs in this court, the bills of lading deposited to be returned on payment.

### THE JULIA L. SHERWOOD.\*

(District Court, E. D. New York. December 5, 1882.)

#### 1. VESSEL—LABOR AND MATERIALS SUPPLIED—LIEN UNDER STATE STATUTE.

The facts that a domestic vessel was placed upon a dry-dock for the purpose of being repaired, that she was there repaired, and had not left the place where the repairs were done up to the time of filing a libel against her by the owner of the dock for labor and material furnished, are sufficient to support a lien on the vessel therefor under the New York state statute.

#### 2. SAME—FILING SPECIFICATION OF LIEN.

The statute does not require the filing of a specification of lien, except in case the vessel departs from the port.

#### 3. STATUTORY LIEN—ENFORCEMENT IN ADMIRALTY.

*Semle*, that the facts proved in this case showed a lien enforceable in admiralty, aside from the provisions of the state statute.

#### In Admiralty.

*Tunis G. Bergen*, for libellant.

*S. B. Caldwell*, for claimant.

BENEDICT, D. J. The bill presented by the libellant, Theodore A. Crane, to the claimant and signed by him as correct, coupled with the positive evidence of a subsequent admission of its correctness by the claimant, affords abundant proof of the averments of the libel that the items of labor and material mentioned in the bill were supplied by the libellant to the boat upon the request of the owner. There is also proof in the case that such labor and material were necessary to the repair of the boat. The defense that this labor and material were furnished upon the sole personal credit of the owner of the boat, and to be paid for in four months, is not proved to my satisfaction. Neither has it been proved to my satisfaction that the work was performed under a contract to do it for a specific sum. The libellant is therefore entitled to a decree for the amount of the

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