

salvors have a maritime lien on the property independent of possession, and which continues until the compensation is paid, so long as the property remains in specie. Maclachlan, *Ship.* (2d ed.) 593; *The Gustaf*, 1 Lush. 506; Maude & Pollock, *Ship.* (3d ed.) 487.

Viewed in the light of these suggestions it is clear to a demonstration that the decision of the Circuit Court is correct. *Nott v. Sabine & Cargo et al.*, 2 Woods, 211.

*Decree affirmed.*

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GAY v. PARPART.

1. Where an appeal has been taken to this court the condition of the bond that the appellants "shall duly prosecute their said appeal with effect, and, moreover, pay the amount of costs and damages rendered and to be rendered in case the decree shall be affirmed in said court," meets all the requirements of Sect. 1000 Rev. Stat.
2. In such a case the court will not entertain a motion by the appellee to affirm the decree appealed from.

MOTION to vacate the *supersedeas* and dismiss an appeal from the Circuit Court of the United States for the Northern District of Illinois.

*Mr. George Herbert and Mr. Lawrence Proudfoot*, in support of the motions.

*Mr. Lyman Trumbull, Mr. Edward S. Isham and Mr. Robert T. Lincoln, contra.*

MR. CHIEF JUSTICE WAITE delivered the opinion of the court.

These motions are founded on an alleged defect in the form of the condition of the bond. By sect. 1000 Rev. Stat., the security to be taken on a writ of error or an appeal, where the writ or the appeal is a *supersedeas* and stays execution, must be "that the plaintiff in error or the appellant shall prosecute his writ or appeal to effect, and, if he fails to make his plea good, shall answer all damages and costs." The condition of the bond in this case is, that the appellants "shall duly prosecute their said appeal with effect, and, moreover, pay the amount

of costs and damages rendered and to be rendered in case the decree shall be affirmed in said Supreme Court."

The object of the statutory requirement undoubtedly is to secure to the opposite party his damages and costs, in case the judgment or decree shall not be reversed, and that, we think, is the legal effect of this bond. If, on the final disposition of a writ of error or appeal, the judgment or decree brought under review is not substantially reversed, it is affirmed and the writ of error or appeal has not been prosecuted with effect. In our opinion the language of the bond covers fully all the requirements of the statute. The motions to dismiss the appeal and vacate the *supersedeas* are, therefore, overruled.

The appellee has coupled with a motion to dismiss, a motion, under Rule 6, to affirm, because it is manifest that the appeal was taken for delay only. Clearly this is not a case for the application of that rule.

*Motions denied.*

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WHITNEY v. WYMAN.

1. Where a party who discloses his principal and is known to be acting as an agent, enters as such into a contract, he is not liable thereon in the absence of his express agreement to be thereby bound.
2. Where a corporation, organized pursuant to the provisions of a statute, but before its articles of association were filed with the county clerk, entered into a contract for certain machinery to enable it to carry on its business. *Held*, that its subsequent recognition of the validity of the contract, was binding upon it although the statute declares that a corporation so organized shall not commence business before such articles are so filed.

ERROR to the Circuit Court of the United States for the Western District of Michigan.

The facts are stated in the opinion of the court.

*Mr. J. W. Champlin* for the plaintiff in error.

*Mr. Mitchell J. Smiley, contra.*

MR. JUSTICE SWAYNE delivered the opinion of the court. This action was brought to recover the value of certain