

must be taken as binding. The issue of the funding bonds did not increase the aggregate of the indebtedness of the corporation, but only changed its form.

Judgment affirmed.

WILLIAMS v. CLAFLIN.

The ruling in *Jerome v. McCarter* (21 Wall. 17), that where, by reason of the changed circumstances of the case, or of the parties, or of the sureties on a *supersedeas* bond, so that the security, which at the time it was taken was sufficient, does not continue to be so, this court will, on proper application, so order and adjudge as justice may require, — reaffirmed, and applied to this case.

APPEAL from the Circuit Court of the United States for the District of South Carolina.

Motion to vacate the *supersedeas*, or for a new bond.

Mr. George F. Edmunds and *Mr. James Lowndes* in support of the motion.

Mr. Philip Phillips and *Mr. Samuel Lord, Jr.*, in opposition thereto.

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

In *Jerome v. McCarter* (21 Wall. 17), we said that if, after security on an appeal which operated as a *supersedeas* had been accepted, the circumstances of the case, or of the parties, or of the sureties on the bond, had changed, so that the security, which at the time it was taken was sufficient, did not continue to be so, we might, on proper application, so adjudge and order as justice should require. The present appellants are interested only in preserving their security for a debt of the railroad company amounting, when the decree was rendered, to about \$152,000. When they took their appeal, execution of the whole decree had been stayed by another appeal of the present appellees, who were the complainants below. Consequently the amount of security to be given then by these appellants was a matter of but little importance comparatively. The

other appeal has been dismissed, and in this way the circumstances of the case are materially changed. It is easy to see that what was sufficient security on this appeal when taken is probably not so now. The bonds secured by the mortgage according to the decree amount to several millions of dollars, and the value of the security is necessarily subject to the fluctuations of trade. The appellants are to a considerable extent interested in the same bonds, but if their debt is paid in full they cannot complain at the execution of the decree.

The *supersedeas* herein will be so far modified as to allow a sale of the mortgaged property to be made under the decree, but the court below will retain in its registry, subject to the order of this court until the final determination of the present appeal, so much of the proceeds as shall be sufficient to satisfy and discharge any balance that may remain of the debt due these appellants, after the proportionate share they receive under the decree upon the bonds and coupons held by them as collateral shall have been applied thereon ; and it is

So ordered.

THE "CONNEMARA."

Where salvors united in a claim for a single salvage service, jointly rendered by them, the owner of the property is entitled to an appeal where the sum decreed exceeds \$5,000, although the Circuit Court deemed it proper to apportion the recovery among the salvors according to their respective merits.

MOTION to dismiss an appeal from the Circuit Court of the United States for the District of Louisiana, united with a motion to affirm the decree.

Mr. Richard De Gray and *Mr. J. R. Beckwith* in support of the motion.

Mr. Philip Phillips, contra.

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

The suit below was by a set of salvors to recover for a single salvage service, and there was but one claim filed for the prop