

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

erty saved. The total amount of the recovery was \$14,198, but in the division among the several parties entitled to share in the recovery some got less than \$5,000. Separate and distinct interests were not united in the suit. The service rendered was the joint service of all the salvors, and the recovery was on that account. It was a matter of no consequence to the owners of the property saved how the money recovered was apportioned among those who had earned it. The owners were decreed to pay the salvors for what they, acting together in a common service, had done. In such a suit we think the owners cannot be deprived of their appeal because the court below, in the further progress of the cause, saw fit to apportion the recovery among the salvors according to their respective merits. The decree is, in legal effect, one decree in favor of all the salvors, they having, as between themselves, unequal interests.

In all the cases where we have held that several sums decreed in favor of or against different persons could not be united to give us jurisdiction on appeal, it will be found that the matters in dispute were entirely separate and distinct, and were joined in one suit for convenience and to save expense. Thus, in *Seaver v. Bigelows* (5 Wall. 208), separate judgment creditors joined to set aside a fraudulent conveyance of their debtor, and the appeal was from a decree dismissing their bill; in *Rich v. Lambert* (12 How. 347), several owners of a cargo, who had distinct interests, united in a libel against the ship to recover for damages done to the goods, and the appeal was from a decree in favor of each owner for his separate loss; in *Oliver v. Alexander* (6 Pet. 143), the libel was by seamen to recover their wages, and the decree was in favor of each man separately for the amount due him individually; and in *Stratton v. Jarvis* (8 id. 4), the decree was against each claimant of the goods saved by salvage service for his separate and distinct share of the salvage. The cases were heard, so far as the merits were concerned, precisely the same as if separate libels had been filed for each cause of action, and the decrees as entered were as in case of separate suits. *Rich v. Lambert, supra*. Here, however, the matter in controversy was the amount due the salvors collectively, and not the particular sum to which each was entitled when the

amount due was distributed among them. As in *Shields v. Thomas* (17 How. 3), "they all claimed under one and the same title. They had a common and undivided interest in the claim, and it was perfectly immaterial to the appellants how it was to be shared among them. If there was any difficulty as to the proportions, . . . the dispute was among them selves."

The case, upon the merits, is one which we are not inclined to consider on a motion to affirm.

Motions denied.

RAILWAY COMPANY v. SPRAGUE.

1. A mortgage executed by a railway company, to secure its bonds, provides that, in case of default for six months in the payment of the interest upon either of them, the entire amount of the debt secured "shall forthwith become due and payable," and that the lien of the mortgage may be at once enforced. The bonds themselves declare that, "in case of the non-payment of any half-yearly instalment of interest which shall have become due and been demanded, and such default shall have continued six months after demand," the principal of the bond shall become due, with the effect provided in the mortgage. *Held*, that, the mortgage being a mere security, the terms of the bonds must control in determining when the principal is payable.
2. Overdue and unpaid interest coupons do not of themselves make the bond to which they are attached dishonored paper. *Cromwell v. County of Sac* (96 U. S. 51) cited and approved, and *Parsons v. Jackson* (99 id. 434) distinguished.
3. The facts in this case show that the appellee is a *bona fide* holder of the bonds in controversy.

APPEAL from the Circuit Court of the United States for the District of Indiana.

The facts are stated in the opinion of the court.

Mr. Joseph E. McDonald and *Mr. James Emott* for the appellant.

Mr. Clarkson N. Potter for the appellee.

MR. JUSTICE WOODS delivered the opinion of the court.

This was a suit in equity in which the Union Trust Com-