

ing in the conduct of the United States in respect of life and disability insurance from which an agreement on its part to pay interest may reasonably be implied.

This question is not within the principle upon which interest was allowed in *Standard Oil Co. v. United States*, *supra*. It should be answered in the negative.

"4. May costs be awarded generally against the United States, upon condition that they be paid from accumulated funds in the hands of the Veterans' Bureau, if any, available for that purpose?"

The rule is that in the absence of a statute directly authorizing it courts will not give judgment against the United States for costs or expenses. *United States v. Chemical Foundation*, 272 U. S. 1, 20. There is no statute permitting costs to be awarded against the government in this case.

The question should be answered in the negative.

Question 1 is not answered.

Question 2 is answered: No.

Question 3 is answered: No.

Question 4 is answered: No.

JACKSON *v.* UNITED STATES.

CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE TENTH CIRCUIT.

No. 463. Argued March 4, 5, 1930.—Decided April 14, 1930

A judgment against the United States for accrued instalments under a war risk policy of insurance against permanent total disability should not include interest.

34 F. (2d) 241, affirmed.

CERTIORARI, 280 U. S. 549, to review a judgment of the Circuit Court of Appeals which reversed a judgment of the District Court, 24 F. (2d) 981, in an action on a war risk insurance policy.

Mr. Thomas Amory Lee, with whom *Mr. Turner W. Bell* was on the brief, for petitioner.

Mr. Claude R. Branch, Special Assistant to the Attorney General, with whom *Attorney General Mitchell* and *Messrs. J. Frank Staley, W. Clifton Stone, and Erwin N. Griswold* were on the brief, for the United States.

Messrs. Milo J. Warner and Robert Newbegin filed a brief as *amici curiae*, by special leave of Court.

MR. JUSTICE BUTLER delivered the opinion of the Court.

This action was brought in the United States court for Kansas to recover for permanent total disability on a war risk insurance policy. The court gave plaintiff judgment for the amount of the accrued installments with interest on each to date of the judgment, and directed that the judgment bear interest until paid. 24 F. (2d) 981. The United States took the case to the Circuit Court of Appeals and there contended that plaintiff was not entitled to interest. The Circuit Court of Appeals rightly reversed the judgment. 34 F. (2d) 241.

The case is ruled by this court's decision on the third question certified in *United States v. Worley*, announced this day, *ante*, p. 339.

Judgment affirmed.

NEW YORK CENTRAL RAILROAD COMPANY v.
MARCONE, ADMINISTRATOR.

CERTIORARI TO THE COURT OF ERRORS AND APPEALS OF NEW
JERSEY.

No. 212. Argued February 25, 26, 1930.—Decided April 14, 1930.

1. On the evidence it was for the jury to say whether the railroad company exercised due care in moving an engine in a round-house at night without more effective and specific warning than the