

MARTIN v. HAZARD POWDER COMPANY.

The doctrine announced in *Jerome v. McCarter*, 21 Wall. 17, affirmed, and applied to this case.

ON motion for a rule upon the plaintiff in error to file a new *supersedeas* bond.

Mr. S. F. Phillips for the defendant in error, — in support of the motion.

Mr. H. C. Alleman for the plaintiff in error, in opposition.

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

We held in *Jerome v. McCarter*, 21 Wall. 17, after much consideration, that if, "after the security has been accepted, the circumstances of the case, or of the parties, or of the sureties upon the bond, have changed, so that security which, at the time it was taken, was good and sufficient, does not continue to be so, we might, upon a proper application, so adjudge and order as justice might require. But upon facts existing at the time the security was accepted, the action of the justice, within the statute and the rules of practice adopted for his guidance, is final."

The showing made in this case does not satisfy us that the alleged insufficiency of the security taken when the writ of error was sued out, arises from any change in the circumstances of the sureties since the acceptance and approval of the bond.

Motion denied.

THE "ATLAS."

1. Owners of a ship are not liable, under existing laws, for any loss, damage, or injury by a collision, occasioned without their privity or knowledge, beyond the amount of their interest in such ship and her cargo at the time the collision occurred.
2. The true measure of compensation to an innocent party, in a case of collision, is damages to the full amount of loss actually suffered by him.
3. The shipper or consignee of the cargo of a vessel, being innocent of all wrong, bears no proportion of the loss resulting from a collision. He may pursue his remedy at common law; or in admiralty, by a proceeding *in rem*, or