

Case No. 7,877. KNEE v. AMERICAN STEAMSHIP CO.  
[1 Wkly. Notes Cas. 15.]

District Court, E. D. Pennsylvania.

Oct. 2, 1874.

SEAMAN'S WAGES—PROMOTION—RIGHT TO INCREASED WAGES.

[One having signed articles at a rating of twenty-five dollars per month was on the voyage advanced to a position having a rating of thirty dollars per month, the holder of which had been disrated ten dollars per month. He was promised that the ten dollars should be added to his pay each month. *Held*, that he was entitled to thirty dollars per month, the pay of the position filled by him.]

[See *The Alonzo*, Case No. 258.]

Libellant shipped on respondent's steamship *Pennsylvania*, at Philadelphia, June 25, and signed articles as "second pantryman," at \$25 per month. When four or five days out at sea, the chief steward put him in the

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place of the “second baker,” who had proved incompetent, saying that the second baker had been disrated \$10 per month, which would be added to his (libellant’s) wages. The wages of second baker were \$30 per month. On arrival of vessel at Philadelphia, respondents offered to pay off libellant at the rate for which he shipped. This he refused, and libelled for wages at the rate of \$35 per month.

E. F. Pugh, for libellant, cited *The William Martin* [Case No. 17,698]; *The Exchange* [Id. 4,594]; *The Porcupine*, 1 Hagg. Adm. 381; *The Providence*, Id. 391; *The Gondolier*, 3 Hagg. Adm 191; *Mitchell v. The Orozimbo* [Case No. 9,667].

E. Wilson, Jr., and Mr. Ward, for respondents, cited *Harris v. Watson, Peake*, 72; *Allen v. Hallett* [Case No. 223].

THE COURT (CADWALADER, District Judge) held, that, libellant having been advanced to a position, the wages of which were higher than those for which he signed articles, and having filled that position satisfactorily for the remainder of the voyage, he should have been paid off at the rate of the position to which he was advanced. Decree accordingly for libellant for wages at rate of \$30, with costs.