

coastwise trade, and by the act of June 9, 1874, (18 St. at Large, p. 64, c. 260,) such vessels were excepted from the former provisions of that statute. I cannot doubt, however, that the principle of the statute is a salutary one, and should be followed as a sound rule where the evidence is conflicting. The libelant swears positively that he read the figures 22 when he signed his name to the articles; while it is claimed for the defense that the figures 22 were inadvertently written, and immediately corrected before the libelant put his mark to the articles. The appearance of the paper itself does not accord with the explanation given. It is evident the figures 22 were quite dry when the figures 15 were written over them. In the case of illiterate seamen, who are sought to be held by the shipping articles, it is but just that, in case of doubt and of alterations, every intendment should be made against those who write out the articles. If a line is filled out erroneously, a new line ought to be written which will be free from alteration and ambiguity.

In the utter contradiction which exists in this case, there is no important circumstance to support either side. It is simply one witness' testimony against the other. The object of requiring written articles was to avoid such disputes, and to protect the rights of seamen. This, I think, can only be done in such cases by adhering to the articles as they originally stand, unless the change before signature, and the seaman's knowledge of it, are conclusively proved. That has not been done here.

Decree for the libelant for \$13.14, with costs.

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#### THE WANDERER.

(Circuit Court, D. Louisiana. April Term, 1880.)

#### SEAMEN'S WAGES—LIEN—DISCHARGE OF PURSER.

A purser who is employed, by a vessel making regular trips between two ports, for a year has a lien for his wages for the entire year, and may enforce such lien against the vessel if discharged without cause before the end of the term for which he was employed.

Appeal in Admiralty.

*Joseph P. Hornor and Francis W. Baker*, for libelant.

*J. W. Gurley, Jr.*, for claimant.

WOODS, J. The case made by the libel is an action by a seaman to recover his wages. The libelant had made a contract of service for one year. He performed part of the contract, and was ready and willing to perform the residue, but was prevented by the master of the vessel, who discharged him without cause. He sues to recover the balance due on his salary for the year. If he performed

his duty while in the service of the vessel, and was ready and willing to perform it for the residue of his engagement, and was discharged without due cause, and was unjustifiably prevented from completing his contract, his rights are the same as if he had completed it. He is entitled to his wages for the whole year, and was entitled to sue for them on his discharge. He has been paid a part of his wages, and sues for the balance.

In the case of a contract for an ordinary seaman's wages, the lien should not, perhaps, be extended beyond a single voyage, as that is the usual time for which his engagement is made. But the case of a purser stands somewhat on a different footing. His connection with the vessel is generally more permanent than that of a common seaman. He represents to some extent the owners, and his qualifications are of such a character that a competent purser cannot usually be employed for a single trip. We, therefore, do not think an engagement of a purser for a year an unreasonable one, and such an engagement, we think, would be binding on the boat.

The case of libellant, therefore, falls within the thirteenth admiralty rule, which declares that "in all suits for mariner's wages the libellant may proceed against the ship, freight, and master, or against the ship and freight, or against the owner or master alone *in personam*."

The cases cited by claimant are to the effect that a seaman discharged in a foreign port may sue for his three months' extra wages *in personam*; that a personal action for wages lies, immediately on the discharge of a seaman, against the master and owner, without waiting 10 days after the right of action has accrued, as required in an action *in rem*; that a stevedore has no maritime lien for his wages, and that an action *in rem* does not lie for refusal on the part of the master to perform a contract of charter-party. These cases do not meet the question. They may all be good law, yet they do not show, or tend to show, that the libellant has not a maritime lien for the demand set out in his libel. On the other hand, the case of *The Hudson*, Olc. 396, cited by libellant, is an authority directly in support of his right to proceed *in rem*.

We are of opinion, therefore, that the exception is not well taken, and must be overruled.

BRADLEY, Justice, concurred.

## DRENNEN and others v. LONDON ASSURANCE CORP.

*(Circuit Court, D. Minnesota. June 26, 1884.)***FIRE INSURANCE—AVOIDANCE OF POLICY—INTRODUCTION OF NEW PARTNER INTO FIRM ASSURED.**

The sale or transmutation of the various interests between partners themselves, and nobody else having the control, and leaving the possession where it was, does not invalidate the policy; but the introduction of a new partner, with an investiture of an interest in him which he did not have before, *does* invalidate the policy.

On Motion to Find for Defendant.

*L. J. C. Drennen and Rea, Kitchel & Shaw*, for plaintiffs.

*Cameron, Losey & Bunn and C. K. Davis*, for defendant.

MILLER, Justice. This case was argued upon certain questions of law. It seems that the plaintiffs, who have brought the suit upon two policies of the London Assurance Corporation, were, at the time the policies were made, the owners of a stock of goods in Minneapolis, which was the subject of the insurance. The loss by fire is apparently admitted as stated, and the only issue raised by the defense grows out of two conditions of the policies, which are supposed to relate to the same subject. One of these conditions is that "if the property insured be sold or transferred, or any change takes place in the title except by succession, by reason of the death of the assured, whether by legal or judicial process, or voluntary transfer or conveyance, this policy shall be void." The other provision is that "if the interest of the assured in the property be any other than entire, unconditional, and sole ownership in the property, for the use and benefit of the assured; or if the building insured stands upon leased ground, or the property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured has ceased, this insurance upon all such property shall immediately terminate."

A point raised by the plaintiff in the construction of this policy is that the clause I have read last, in the fourth paragraph of this insurance policy, is a limitation and a qualification of the one I have first read. The first one is, "and if the property be sold or transferred, or any change takes place in the title or possession, then the policy is void." The last one is that "when the property has been sold and delivered, or otherwise disposed of, so that the liability of the assured has ceased, this insurance shall terminate." I do not think that they have anything to do with each other. They relate to distinct phases of what may be done by the owners of the property after the insurance policies are executed. The latter does but little more than explain and qualify the universal principle of law, that, when a man has insured property and ceases to be the owner, or have any interest in it, although it may be burned during the life of the