NELSON, J. The following are the first and sixth claims of the Watson patent, No. 367,484:

(1) "In a machine for compressing shank stiffeners, two rotating dies or compressing rollers, the meeting faces of which are formed to present a recess having one straight and one curved face or side, to thereby curve transversely one face of the stiffener, combined with means for rotating the said die-rollers, and a lifting plate to assist in curving the said shank longitudinally, substantially as described."

"(6) The herein-described method of finishing the edges of shank stiffeners, which consists in cutting out a blank from a sheet of material, leaving the same with beveled edges and obtuse angled corners, and thereafter passing the same between rollers having dies with rounded edges or margins in order to round the obtuse angles and beveled portions as cut, substantially as described."

I am of opinion that the machine for compressing shank stiffeners, described in the first claim, and the method of finishing the edges of shank stiffeners, described in the sixth claim, are merely adaptations to a new use of old and well-known mechanism and processes, with only such changes and modifications, none of which involve any element of novelty or invention, as are necessary to make what was old and well known suitable and available for the new use. The plaintiff's bill for the infringement of the first and sixth claims of the Watson patent can therefore not be maintained, and a decree is to be entered dismissing the bill, with costs. Ordered accordingly.

CAMPBELL MACH. CO. *v.* GOODYEAR SHOE MACH. CO.

(*Circuit Court, D. Massachusetts.* August 8, 1891.)

PATENTS FOR INVENTIONS—SEWING-MACHINES—INFRINGEMENT.

The nineteenth claim of letters patent No. 253,156, issued January 31, 1882, to Duncan H. Campbell, for an improvement in sewing-machines, consisting of a combination of a hook-needle, thread-arm, and thread-eye, with operating mechanism for the arm and eye, which causes the eye to first carry and deliver the thread to the arm, and thence deliver it to the needle, and also causes the arm to merely retain and release the thread delivered to it, so that the arm is prevented from abrading the thread, is infringed by a welting-machine and a stitching-machine having the same combination of needle, arm, and eye, with somewhat different mechanism, performing the same function, the only difference being that in the welt-machine the relative motions of the arm and eye are slightly different, and in the stitching-machine the arm is stationary, and the motion, which, in the Campbell machine, transfers the thread to the arm, is given to the eye.

In Equity. Bill to restrain infringement of patent.

Maynadier & Beach, for complainant.

C. Smith and *Elmer P. Howe*, for defendants.

NELSON, J. The nineteenth claim of the plaintiff's patent, issued to Duncan H. Campbell, January 31, 1882, No. 253,156, for improvements in sewing-machines, is as follows:

"(19) The combination, substantially as hereinbefore described, of a hook-needle, a thread-arm, a thread-eye, and operating mechanism for the arm and eye, which causes said eye to first carry and deliver the thread to the arm, and thence deliver thread to the needle, and also causes the arm to merely retain and release the thread delivered to it by the eye, whereby said arm is prevented from abrading the thread, as set forth."

The defendants are engaged in making and selling two kinds of sewing-machines, one of which is a welt-machine and the other a stitching-machine. Both these machines have in combination a hook-needle, a thread-arm, a thread-eye, and operating mechanism, and both perform exactly the same function as that accomplished by the Campbell machine,—that is, the forming of a loop of slack thread behind the needle, in such manner as to avoid abrasion of the thread by the thread-arm. The only difference is that in the case of the welt-machine the relative motions of the thread-arm and thread-eye are slightly different from those in the Campbell machine, and in the case of the stitching-machine the thread-arm is stationary, and the motion, which, in the Campbell machine, transfers the thread to the thread-arm, is given to the thread-eye; and in both the machines the operating mechanism varies somewhat from that of the Campbell machine. I am of opinion that the welt-machine and the stitching-machine are both plain infringements of the Campbell patent. They have the same elements in substantially the same combination, and produce exactly the same result. The variations which the defendants have introduced into their machines are altogether too trivial to take them out of the scope of the Campbell patent. The plaintiffs are entitled to a decree for an injunction and for an account; and it is so ordered.

THE TENNASSERIM.

SWEETING *et al.* *v.* THE TENNASSERIM AND CARGO.

(*District Court, S. D. Florida.* July 27, 1891.)

SALVAGE—CONTRACT FOR COMPENSATION.

A contract made by the wreckers with a master while his vessel was aground on the Florida reef, *held* not to be binding.

(*Syllabus by the Court.*)

In Admiralty.

The ship Tennasserim, laden with sugar, from Havana, bound for New York, went ashore on a portion of the Florida reef known as "Molasses" or "Little French Reef," the morning of the 19th August, 1891. The libelants, a portion of whom were licensed wreckers of the district, with several schooners, assisted by a large number of men from the shore, in small boats, offered their assistance. After some bargaining, the master accepted their services, and entered into a written contract to pay them $10,000 for getting his vessel afloat. This contract was attached to the

libel, and relied upon by the libelants in the suit. The ship was lying upon a hard, rocky ridge, extending obliquely under her from the starboard quarter nearly to the port bow, upon which there was but 12 feet of water. She drew 14½ feet before going aground. The wind was light, but there was quite a swell, the wind and sea being from the S. E., while the ship headed N. by E. The salvors carried out a large anchor with a steel cable, and, as the tide rose, hove heavy strains, but the cable parted, and they carried out a six-inch hawser, and hove again, but this also parted, and they then carried out a ten-inch hawser, and made it fast to the heavy anchor, and continued heaving until the tide commenced to fall. They had been discharging cargo into one of their schooners, and continued until they had taken out four schooner loads,—about 70 tons,—when, the tide rising again, by repeated heaving they got the vessel afloat. They were employed about 20 hours in the service. In all there were about 150 men engaged, very nearly one-half of whom were attached to licensed wrecking vessels; the others were farmers and laborers from the shore.

Jeff. B. Browne, for libelants.

G. Bowne Patterson, for respondent.

LOCKE, J., (*after stating the facts as above.*) The service rendered in this case was undoubtedly one of salvage, although not of extraordinary merit. The vessel was in peril, and the master powerless to extricate her. Drawing 14½ feet of water before going ashore, she was lying on a ridge where there was but 12 feet, with the wind and sea from a direction that, as fast as the tide rose, would tend to push her further ashore. The bottom was uneven and rocky, and the reef known as one of the most dangerous on the coast; but the weather was fine, and the wind light, and the vessel went ashore at nearly low water, so that with the aid of the anchor she was the more easily floated as she was lifted by the swell and the rising tide. The contract which was made between the master and the salvors can have no binding force upon the owners, as, although probably no especial force or influence was brought to bear upon the master, yet the position in which the property in his charge was placed, and the necessity of immediate action compelling the contract, is recognized in admiralty law. It certainly cannot be said that no advantage was taken of the master on account of the position in which his vessel was placed, as that position was the very foundation of the contract. It was not a voluntary contract on his part. He first offered five thousand dollars; the salvors asked fifteen thousand; he then offered seven thousand; they came down to twelve thousand; he offered eight thousand; they demanded ten thousand, and refused to recede from this amount, or to take a cent less. If from any mistaken idea in regard to the delays or expenses of the court he desired to make a bargain, rather than to submit to a judicial decision, he was nevertheless, from the surrounding circumstances, forced to make one that his unbiased judgment would not have approved had it not been for the position in which he was placed. It was out of his power to obtain assistance in any other way.

There were no competing bidders for the work, and he was compelled to make the best bargain he could, no matter how inequitable it might be. Therefore the amount agreed to by the master cannot be accepted as the measure of the value of the services rendered, although the making of the contract may be considered as evidence of the great need of aid, and the master's opinion of the immediate necessity of it.

The service was rendered with as fair success as the nature of the appliances at command would permit. No one could have foreseen the parting of the steel cable, or anticipated the breaking of the hawser. At the hearing I first thought that an error had been committed in carrying out the smaller hawser instead of the larger one, after the parting of the steel cable; but upon hearing the explanation that the smaller one was new and the larger one old and worn, I was satisfied that if there was an error in judgment it was not a willful or negligent one, but based upon a presumption that might well be supposed to be true. It was the judgment of the master as well as of the salvors, and very fortunately resulted in no damage or injury, although it probably necessitated more labor on the part of the libelants. The unnecessarily large number of men which were permitted to aid in the work, and which the master wrecker says he took in because "he did not know but what he should stand in need of them," cannot increase in the slightest the salvage beyond the ordinary rates, or justify one larger than would have been given had there only been men enough to perform the service. When those who hold licenses, and are to a certain extent looked upon as being dependent upon and entitled to liberal salvage in wrecking, accept the aid of others from shore not so recognized, they must share their earnings with them without any increase. It is not the desire to make wrecking so remunerative upon this coast that others than those engaged shall flock to it whenever an opportunity offers.

There has been no appraisement of the property, but all information and evidence regarding its value has been received, and it is considered that for the purpose of salvage an approximate value of $25,000 for the vessel and $50,000 for the cargo is sufficiently near for determining an award. The property has been relieved and restored to those interested in an undamaged condition, and the vessel is ready to proceed on her voyage, and they can afford to pay a fairly liberal salvage. I consider that $7,875 will be ample compensation for the salvors, and not unreasonably burdensome upon the property, and the decree will follow that, upon payment of said amount, together with the costs, charges, and expenses to be taxed and allowed, the property be restored to the claimant.

La Champagne.

The Lisbonense.

La Compagnie Generale Transatlantique *v.* The Lisbonense.

Singlehurst *et al. v.* La Compagnie Generale Transatlantique.

(*District Court, S. D. New York.* June 3, 1891.)

1. Collision—Steamers—Crossing Courses—Article 19—Construction—Privileged Vessel must Port on Giving One Whistle—Resuming Prior Course—Duty to Stop.

   Article 19 of the international rules of 1885 requires the vessel that gives a signal of one or two whistles to change her course to the right or to the left by at least some substantial change of heading, and to adhere to the change until the danger is over, or some new maneuver becomes necessary, provided no obstruction to such navigation exists. *Semble* that the privileged vessel, not being under any stress of necessity, has no authority to take the initiative by giving such a signal, under article 19, it being her duty under article 22 to "keep her course." Whether, under circumstances of doubt which has the right of way, such an initiative signal should be deemed a waiver of the right of way, *quære*.

2. Same—Sandy Hook—Main and South Channels.

   The steamer La C., outward bound at night, by the main ship channel, past Sandy Hook, on the ebb-tide, saw, 23 degrees on her starboard hand the steamer L., coming up the south channel, about two miles off, bound up the swash, and making with La. C. an angle of 10¾ points. La. C. was going at half speed, (10½ knots,) the L., full speed, (9 knots;) or, allowing for tide, the former nearly 12 knots over the ground, the latter about 7½ knots. La C., on account of her great draft of 25½ feet, was limited to the channel. The L., drawing 19½ feet, could go anywhere. When the vessels were about three-quarters of a mile apart, and no change of bearing being seen, just as La C. was about to give a signal of two whistles, L. gave her a signal of one whistle, to which La C. replied with one. L. ported enough to change her head to starboard "half a point or a point," and then resumed her former course substantially, heading up the swash channel as before. Soon after, La C. stopped her engines, and in a few seconds reversed full speed, with a signal of three whistles, and nearly stopped in going about 1,350 feet, including tide, when her stem struck and entered the L.'s port quarter two feet only, at about right angles. The L. hard a-ported on hearing the three whistles, and kept on at full speed, changing her heading about four points. *Held*, that the L. had violated article 19 in not making any substantial change to starboard, as her one whistle required; also articles 19 and 22, in coming back to her former course, and article 18, in not reversing; and, it appearing that La C. reversed in time to avoid collision had the L. preserved her course to starboard, or had she made and kept any substantial change to starboard as her whistle promised, La C. was without fault, and the whole blame rested on the L.

Cross-Libel for Collision.

Coudert Bros. and *E. K. Jones*, for Compagnie Generale and La Champagne.

Sidney Chubb, for the Lisbonense.

Brown, J. At about half past 5 on the morning of December 7, 1890, a little before day-break, the libelants' steam-ship La Champagne, outward bound on one of her regular trips from New York to Havre, came in collision with the British steam-ship Lisbonense, inward bound, a little outside of Sandy Hook, and very near the point where the track of the main ship channel intersects the axis of the swash and south channels. The stem of La Champagne struck the port quarter of the Lisbonense about 20 feet from her stern, penetrating about 2 feet, cutting her down nearly to the water's edge, and tearing off her plates aft, while the stem of La Champagne, and a number of plates from her port bow