lowing cases present the subject in every aspect in which it has arisen or is likely to arise: The Pioneer, 30 Fed. 206; The Alabama, 19 Fed. 544; Endner v. Greco, 3 Fed. 411; Disbrow v. The Walsh Brothers, 36 Fed. 608; The General Cass, 1 Brown, Adm. 334 [Fed. Cas. No. 5,307]; McNamara v. The Atlantic, 53 Fed. 607; Two Barges, 46 Fed. 204; The Hendrick Hudson, 3 Ben. 419 [Fed. Cas. No. 6,335]; The Alabama, 22 Fed. 449; Wood v. Two Barges, 46 Fed. 204; The W. F. Brown, Id. 290; The Dick Keys, 1 Biss. 408 [Fed. Cas. No. 3,898]; The Kate Tremaine, 5 Ben. 60 [Fed. Cas. No. 7,622]; A Floating Dry Dock, etc., 22 Fed. 685; The Old Natchez, 9 Fed. 476; Cope v. Dry Dock, 10 Fed. 142.

The claim of Evans is acknowledged to be correct and is allowed. The claim of Clements will be allowed to date of respondent's seizure.

THE BIG JIM.

BAKER et al. v. THE BIG JIM.

(District Court, E. D. Pennsylvania. May 4, 1894.)

No. 60.

ADMIRALTY JURISDICTION—MARINE PUMP.

A marine pump, which is weighted with heavy ballast, so as to rest on piles, but capable of floating and being towed from place to place, and which is used for sucking mud from beneath the water or from scows alongside, and forcing it by steam power onto the adjacent land, is not a subject of admiralty jurisdiction.

This was a libel by Baker and others against the marine pump Big Jim to recover wages.

John Q. Lane, for libelants.

Henry R. Edmunds, for respondent.

BUTLER, District Judge. The claim is for wages on the "Big Jim" a marine pump, resting on piles, driven in the ground under water at League Island. She was weighted with heavy ballast to keep her in place while at work. She was capable of being towed from place to place, where her services were needed, and had been so towed. She was used to suck mud from the bottom of the water, or from scows alongside, and force it by steam power on the adjacent land. A fuller description seems unnecessary. She had none of the characteristics, and was not capable of performing any of the services of a vessel. In my judgment admiralty has no jurisdiction of the libelants' claims. To extend it to such a case would carry it beyond proper limits. For a discussion of the general subject I refer to the cases cited in Evans v. The Starbuck (just decided by the court) [61 Fed. 502].

THE ALERT.[1]

SANDERS v. MUNSON.

(District Court, S. D. New York. May 22, 1894.)

CHARTER PARTY — DELIVERY OF VESSEL IN FOREIGN PORT — TIME—"ABOUT" APRIL 10TH—SEASONABLE START NECESSARY—BREACH OF CHARTER.

Where the charter of a steamer, made at New York on March 3d, which all parties knew was hired for the fruit trade, provided that the vessel should be delivered for charterer's use at a port in the West Indies "about April 10th," *held*, that the word "about" gave the owner only such additional time as might be made necessary by accidents of navigation arising on the voyage after a seasonable start; and such delay in starting as would prevent the ship from arriving at the port of delivery before April 27th was, under the conditions of the trade in which the vessel was to be employed, a breach of the charter, entitling charterer to recover against the owner any damages sustained thereby.

This was a libel by M. J. Sanders against Walter D. Munson for breach of a sub-charter of the steamer Alert to libelant.

Wheeler, Cortis & Godkin, for libelant.
Goodrich, Deady & Goodrich, for respondent.

BROWN, District Judge. The above libel was filed to recover damages for breach of a sub-charter made by the defendant, the original charterer, in not delivering the steamer Alert to the libelant's use at Santa Marta, West Indies, at "about April 10, 1893," as agreed in the sub-charter.

The sub-charter was executed through Hurlbut & Co., ship brokers, in this city, on March 3, 1893. The Alert was at that time in this city undergoing repairs by the owner. The libelant was in business at New Orleans; the defendant resided and was in business in New York. The steamer was sub-chartered to the libelant for use in the fruit trade, between Santa Marta and New Orleans, as was understood by all the parties. A round trip, with a cargo of bananas, between those ports, is usually made in from 12 to 14 days. On the 31st of March the libelant received notice that the steamer would not be able to leave New York before April 19th. The usual trip to Santa Marta from New York occupies eight days,—so that if she met with no accident on the way, she could not be expected to arive at Santa Marta before April 27; and she might arrive there even later than that date, either through failure to have the repairs at New York completed by April 19th, or through delays from sea perils, which might make the voyage from New York longer than eight days. The libelant accordingly, on March 31st, gave notice rescinding the charter. Some negotiations were had between the agent of the libelant sent to this city, and the defendant, for the charter of some other steamer under the defendant's control, but without result; and the steamer Claribel, which was larger and faster, was afterwards chartered by the libelant from other parties.

[1] Reported by E. G. Benedict, Esq., of the New York bar.