his affidavit that these exhibits were suggested to take the place of some imported device alleged to have been in use in this country prior to the date of the patent.

I am inclined to think, though with some hesitation, that the limitations contended for by defendant should not be applied. In the recent case of Consolidated Bunging Apparatus Co. v. Metropolitan Brewing Co., 8 C. C. A. 485, 60 Fed. 93, Judge Lacombe, delivering the opinion of the court of appeals refusing to confine the claim to a certain form illustrated and described in the patent, says:

"Except for the italicized phrase quoted in the first of these descriptions, there is no reference whatever in the specification to a knife-edge bearing valve. Nowhere is there pointed out any advantage arising from the use of that particular form of mechanical fit valve. There is no suggestion that anything depends upon the bearing being of this shape; nothing to show that such a construction was regarded by the patentee as an improvement, to be covered by his patent; and the claim is not for a combination with a knife-edge bearing valve, but for one with a mechanical fit valve, which term, as has been shown, covers many other bearings besides the knife-edge; and a construction of the first claim which will confine it to knife-edge bearing valves cannot be sustained." Delemater v. Heath, 7 C. C. A. 279, 58 Fed. 414.

See, also, Woodward v. Machine Co., 8 C. C. A. 622, 60 Fed. 283.

Under all the circumstances, I think the ends of justice will best be promoted by granting the injunction asked for, but suspending its operation until the case can be heard and disposed of by the circuit court of appeals. Let a decree be entered for a preliminary injunction, and also an order suspending its operation in accordance with this opinion.

MUD SCOWS NOS. 18, 19, 21, 25, and 31.

(Circuit Court of Appeals, Second Circuit. May 29, 1893.)

No. 96.

Appeal from the District Court of the United States for the Southern District of New York.

This was a libel by Frederick Stebbins, Archibald Watt, Clement Doty, Frederick Hart, and Patrick O'Keefe against Mud Scows Numbers 18, 19, 21, 25, and 31, for salvage services performed by the steam tug Archibald Watt. A decree was rendered for libelants (50 Fed. 227), from which the Morris & Cummings Dredging Company, claimant, appeals.

Albert A. Wray, for appellant.

Franklin A. Wilcox (Wilcox, Adams & Green, on the brief), for appellees.

PER CURIAM. We do not think the sum allowed as salvage in this case, viz. $150 for each $6,000 scow, is at all unreasonable, irrespective of any calculation as to the probability of one or more of them causing damage, while adrift, to other vessels. Therefore, in affirming the decree, we do not think it necessary to discuss the questions raised as to the propriety of taking that contingency into consideration in fixing the amount of salvage allowance. The decree of the district court is affirmed, with interest and costs.

THE HAVANA.

LIBERTY STEAMBOAT CO. v. TURNER. SAME v. REED. SAME v. ROSSMAN. SAME v. ROBERTS et al.

(Circuit Court of Appeals, Second Circuit. October 16, 1894.)

Nos. 115–118.

MARITIME LIENS—HOME PORT—FOREIGN OWNERSHIP.

A maritime lien for necessary repairs and supplies, furnished in the port of enrollment, may be enforced against a vessel owned by a corporation created by another state.

Appeal from the District Court of the United States for the Southern District of New York.

This was a libel by Henry B. Turner against the steamer Havana, the Liberty Steamboat Company, claimants, for repairs and supplies, and was heard, with three other libels against the same vessel for the same purpose, respectively by Andrew Reed, Jacob Rossman, and George I. Roberts and others. Decrees were rendered for the libelants in each of the cases (54 Fed. 201), from which the claimant appeals.

Wm. S. Maddox, for appellant.
Geo. W. Murray, for Turner.
Mark Ash, for Reed and Rossman.
H. D. McBurney, for Roberts.

Before WALLACE, LACOMBE, and SHIPMAN, Circuit Judges.

PER CURIAM. These are appeals from four decrees of the district court, Southern district of New York, sustaining maritime liens for repairs and supplies furnished to the steamer Havana by the respective libelants. The claimant assigns as error that the Havana was in her home port when the repairs and supplies were furnished, and that they were furnished on the orders of the owner, and not on the credit of the vessel. It appears that the steamer was owned by the Liberty Steamboat Company, a New Jersey corporation. It is well settled, therefore, under the authorities, that when in New York, although enrolled there, she was in a foreign port, the residence of a corporation being the state which has incorporated it, although the individual stockholders may reside elsewhere. The Plymouth Rock, 13 Blatchf. 505, Fed. Cas. No. 11,237. Upon an examination of the record on appeal and the new proofs taken in this court we concur in the opinion of the district judge that the several libelants relied upon the credit of the vessel, and that Schrader, who ordered the repairs and supplies, was practically the master, exercising all the ordinary functions of that office except the actual navigation of the ship, which was in charge of Pertaen, who, although described as master, seems in fact to have been but the pilot. The repairs and supplies were necessary to the vessel, were furnished to her in a foreign port, and, in the absence of satisfactory proof of an agreement between libelants and owner that the owner should be exclusively liable for payment, they are liens on the vessel. The several decrees are affirmed, with interest and costs.