operation, because what Canfield claims is one entire combination. Judge Blatchford has granted an injunction in a suit on this patent. There is no denial of infringement of the Canfield patent, except in argument, and a general denial in the answer. The evidence on both sides describes a machine which infringes Canfield. My conclusion is that a preliminary injunction should not be granted in the first-named suit, and that one should be granted in the second; and it is so ordered.

SOUTHERN LOG CART & SUPPLY CO. v. LAWRENCE et al.

(Circuit Court of Appeals, Fifth Circuit. April 19, 1898.)

No. 675.

1. MARITIME LIENS—ADMIRALTY JURISDICTION.
A flatboat, with a pile driver and its engine erected thereon, which is mainly used in constructing bulkheads for the erection of channel lights, and which is also employed in transporting materials used in the work (being towed by a tug for this purpose), is to be classed as a "vessel" within the maritime jurisdiction, and subject to maritime liens.

2. SAME—SEAMEN'S WAGES.
Persons employed upon such a boat, who assist in moving her about, and who also work the pile driver and are engaged in constructing the bulkhead, are to be regarded as rendering maritime services, so as to give them a lien on the vessel for their wages.

Appeal from the District Court of the United States for the Southern District of Alabama.

This was a libel in rem by Millard T. Lawrence and others against an unnamed flatboat or pile driver of which the Southern Log Cart & Supply Company were claimants, to recover a balance of wages due for services rendered on the said boat. The district court held that the boat was a "vessel" capable of becoming the subject of a maritime lien, and that the services rendered by the libelants were maritime services, and accordingly rendered a decree in their favor. The opinion of the district judge, which contains a full statement of the facts, is reported in 84 Fed. 200.

Harry T. Smith, for appellant.

J. Ralston Burgett, W. D. McKinstry, and Leslie B. Sheldon, for appellees.

Before PARDEE and McCORMICK, Circuit Judges, and SWAYNE, District Judge.

PER CURIAM. For the reasons given by the learned district judge, and found in the transcript, the decree appealed from is affirmed.

GROSSETT v. TOWNSEND.

(Circuit Court of Appeals, Ninth Circuit. February 14, 1898.)

No. 389.

SEAMAN—SHIPPING ARTICLES—ALLOTMENT OF WAGES.

Act June 19, 1886, § 3, permitting a seaman to stipulate in his shipping agreement before a shipping commissioner for an allotment of wages to a creditor, was by implication repealed by Act Feb. 18, 1895, providing that the shipping agreement made before a shipping commissioner for a coastwise voyage shall not include the clause relating to an allotment of wages, and where such an allotment is made it is invalid, and money paid under it cannot be deducted from the seaman's wages.

Appeal from the District Court of the United States for the Northern District of California.

H. W. Hutton, for appellant.

George W. Towle, Jr., for appellee.

Before GILBERT and ROSS, Circuit Judges, and HAWLEY, District Judge.

GILBERT, Circuit Judge. On May 24, 1896, the libelant shipped as a seaman on the American bark J. D. Peters, at Port Townsend, in the state of Washington, for a voyage to Alaskan ports and to return to San Francisco. He signed the shipping articles before a United States shipping commissioner. The voyage was estimated to consume four months. It began May 24, 1896, and ended September 20, 1896. At the time of signing the articles it was represented to the master of the vessel and to the shipping commissioner that the libelant was indebted in the sum of $25 to one Max Levy for board and clothing at Port Townsend. To secure the payment of that debt, the libelant made an allotment from his wages to be earned of $10 per month for the first two months of the voyage and $5 for the third month, and signed an allotment note of $25 therefor. The note was paid by the agents of the vessel at Port Townsend. On the completion of the voyage it was claimed that the allotment note was invalid, and that the $25 was unlawfully deducted from the libelant's wages by the master of the vessel. This suit was brought to determine the question of the legality of the allotment, and the principal question presented on the appeal is whether a seaman engaged in a coastwise voyage may make an allotment to the extent of $10 per month of his wages to be earned on the voyage. In order to understand the scope and purpose of the more recent legislation upon this subject, it is necessary to refer to the earlier statutes. The act of congress of June 7, 1872 (17 Stat. 262), entitled "An act to authorize the appointment of shipping commissioners, by the several circuit courts of the United States, to superintend the shipping and discharge of seamen engaged in merchant ships belonging to the United States, and for the further protection of seamen," provides, in section 12: "That the master of every ship bound from a port in the United States to any foreign port, or of any ship of the burden of seventy-five tons or upwards bound from a port on the Atlantic to a port on the Pacific, or vice versa,