and for the consequences of which the vessel is not liable. The Concord, 58 Fed. 913; The France, 8 C. C. A. 185, 59 Fed. 479. The libel is dismissed.

THE ROBERT C. McQUILLEN.

(District Court, D. Connecticut. January 21, 1899.)

No. 1,130.

SEAMEN—WAGES WHILE DISABLED FROM INJURY—CONTRIBUTORY NEGLIGENCE.

The negligence of a seaman, contributing to an injury, which made it necessary to put in to a port and leave him, does not debar him from recovering his full wages, which include all that would have accrued upon the completion of the voyage.[1]

Samuel Park, for libelant.
Deforest & Klein, for claimants.

TOWNSEND, District Judge. Libel in rem for wages. For further facts as to libelant's employment and injury, see Johnson v. The Robert C. McQuillen, 91 Fed. 685. At New York, on the 31st day of August, 1895, libelant was duly employed as a seaman on claimants' schooner, and while the vessel was on the return voyage from Darien, Ga., to New York, libelant was struck on the back by the main boom, and received such injuries that the master of the vessel was obliged to put in at Wilmington, and to send him to the hospital. The sum of $22.17 was paid him there as wages, said sum being the amount earned up to that time only, and the vessel then returned to New York. It is settled that, generally, a seaman injured or taken sick in the service of a ship, and left in a foreign port without his consent, is entitled to his full wages to the end of the voyage or until restored to health. But claimants contend that they are not liable for any amount above said $22.17, because said sum was received by libelant in full of said wages; and, further, because said disability resulted from his own negligence. The first point is not proved. As to the second point, the opinions of Mr. Justice Washington in Sims v. Jackson, 1 Wash. C. C. 414, Fed. Cas. No. 12,890, and of Judge Brown in The City of Alexandria, 17 Fed. 390, and of Judge Hanford in The Governor Ames, 55 Fed. 327, are to the effect that the mere negligence of the seaman does not debar him from recovering his full wages, and that the term "full wages" means the aggregate amounts of all the monthly sums which would have accrued upon the completion of the voyage. Let a decree be entered for the libelant for the sum of $11.32, and his costs.

[1] As to negligence of both master and servant, see note to Wm. Johnson & Co. v. Johansen, 30 C. C. A. 678.

FIRST NAT. BANK OF PARKERSBURG v. PRAGER et al.

(Circuit Court of Appeals, Fourth Circuit. February 7, 1899.)

No. 281.

1. REMOVAL OF CAUSES — JURISDICTION OF FEDERAL COURT — ATTACHMENT IN EQUITY.
   A federal court of equity is without jurisdiction to entertain a suit under a state statute by a contract creditor to obtain an attachment, and to set aside as in fraud of creditors a conveyance by his debtor; and such a suit is not removable into a circuit court from a state court.[1]
2. SAME — FAILURE TO COMPLY WITH STATUTE — EFFECT OF CONSENT AGREEMENT.
   A cause cannot be removed from a state court by the entry of a consent agreement therefor in a circuit court of the United States, without the filing in the state court of the petition and bond required by the removal act.
3. JURISDICTION OF FEDERAL COURT—CONSENT OF PARTIES.
   Jurisdiction to hear and determine a suit of which it is without jurisdiction under the statutes, or which has not been removed from a state court in the statutory manner, cannot be conferred on a federal court by consent of the parties; and its judgment in such a suit is a nullity.

Appeal from the Circuit Court of the United States for the District of West Virginia.

H. P. Camden, for appellant.

V. B. Archer, W. N. Miller, W. W. Van Winkle, and B. M. Ambler, for appellees.

Before GOFF, Circuit Judge, and PAUL and WADDILL, District Judges.

PAUL, District Judge. This is an appeal from a decree of the circuit court of the United States for the district of West Virginia. The appellant was plaintiff, and the appellees defendants, in the court below, and they will be herein designated as the "plaintiff" and the "defendants." The material question presented for our consideration, and, in our judgment, the only one necessary to be determined, is that of the jurisdiction of the circuit court to have entertained and considered the cause on its merits.

The record shows that on the 29th day of December, 1896, the defendants Prager & Son executed a deed of assignment to one Henry Keller, a co-defendant in this suit, for the benefit of the creditors of the said Prager & Son. On the 31st day of December, 1896, the plaintiff sued out on the chancery side of the circuit court of Wood county, W. Va., under the provisions of a statute of that state (Code W. Va. 1891, c. 74, § 1), process of attachment against the property conveyed in the deed of assignment by Prager & Son to Keller, trustee, and filed its bill in chancery against Prager & Son and Keller, the trustee in the deed of assignment. The plaintiff's demand was for $2,500, evidenced by four promissory notes, none of which were yet due. The bill charged that the deed had been executed for the

[1] As to removal of causes, generally, see note to Robbins v. Ellenbogen, 18 C. C. A. 86.