

of the shell that the key shall have a bearing in the hole in the plate.

The defendants have no point of sufficient importance to compel a denial of the motion for an injunction, so far as the first two claims are concerned. The claim in the original application, which corresponded with the third claim of the reissue, was erased and was abandoned by the patentee, upon objection thereto by the patent office. There is therefore so much doubt whether the third claim can be sustained in its present form that no injunction should be issued against its infringement.

The complainants rely upon a decision of the circuit court for the Eastern district of Pennsylvania, in which the reissued patent was sustained; but in that case the validity of the reissue, as a reissue, was not denied, and the infringing device was a copy of the complainants' lock. The two important questions in this case were not involved in the Pennsylvania case.

The motion is denied.

MASON v. ERVINE and others.¹

(Circuit Court, E. D. Louisiana. March 6, 1886.)

1. PILOTS—BRANCH PILOTS OF THE PORT OF NEW ORLEANS.

The Association of Branch Pilots of the port of New Orleans does not constitute what is known in Louisiana as a commercial partnership, in which the partners are liable to their creditors *in solido*.

2. SAME.

Said association is not an insurer of the experience, skill, judgment, or conduct of any of its members, and therefore, when without fault itself, it is not liable for the negligence, want of skill, or fault of any Branch Pilot, belonging to the association, resulting in damage to any vessel that such pilot may undertake to pilot into the Mississippi river from the sea.

3. SAME.

When a pilot, in piloting a vessel, has used his best skill and judgment, he is not liable for her loss, although the result shows that his best judgment was wrong.

Admiralty Appeal.

O. B. Sansum, for libelant and appellant.

I. R. Beckwith, for defendants and appellees.

PARDEE, J. This cause came on to be heard and was argued, and thereupon the court does find as the facts in the case as follows:

(1) That the steam pilot-boat Underwriter was, on the nineteenth October, 1883, owned by John Ervine and other defendants named in the libel, with the exception of John Westerfield; that under the provisions of section 2707 of the Revised Statutes of the State of Louisi-

¹ Reported by Joseph P. Hornor, Esq., of the New Orleans bar.

ana the Branch Pilots of the Port of New Orleans were associated in one voluntary association, as authorized by said section, and as set forth in the articles of association, a copy of which is attached to the libel in the cause, marked "Exhibit A" and made part of these findings; that the owners of the steam pilot-boat Underwriter named in the libel, while members of the association did not constitute the entire Association of Branch Pilots of the Port of New Orleans, there being Associated Branch Pilots not named in the libel, and who were not owners in the Underwriter; that the Association of Branch Pilots of the Port of New Orleans, Louisiana, as disclosed in the documents and proofs in the record is not a commercial firm under the laws of the state of Louisiana, and was not on the nineteenth October, 1883, or when this suit was brought.

(2) That on the nineteenth day of October, 1883, the brig Helen H. Monroe, bound on a voyage from Philadelphia to the port of New Orleans, laden with a cargo of coals, reached the offing at the mouth of the Mississippi river, and signaled for a pilot; that the Helen H. Monroe was of about 453.55 tons burden, and in rig a hermaphrodite brig; that she was heavily laden with coals, having only about one foot freeboard in the waist, having laden to about one foot of her decks at that point, and having about 11 feet depth of hold, and was drawing at the time $16\frac{1}{2}$ feet; that at the time of signaling for a pilot the vessel was distant from the seaward mouth of the jetties about six or seven miles to southward and westward of the mouth of the jetties, with the wind blowing about southeast a wholesale breeze,—that is, a breeze that would carry all her canvas.

(3) That the jetties are constructed in what is known at the "South Pass of the Mississippi River," and at the seaward end consist of two parallel artificial works or embankments, extending from the land out seaward; that the original parallel embankments extending into the sea are located and constructed parallel, and about 1,000 feet apart; that subsequent to the location and construction of the original jetty-banks the channel between the jetties was constricted by lateral wing-dams, nearly at right angles to the original jetty-walls, until the actual channel between the ends of the wing-dams is about 630 feet; that this was the condition and state of the wing-dams generally on the nineteenth day of October, 1883; that the extreme end of the jetties seaward had a curvature to the westward; that the length of the artificial jetties, at the point where the east jetty commences, extends seaward about 11,000 feet; that the seaward end or entrance to the jetties is constricted and obstructed by a solid wing-dam, extending from the seaward end of the easterly jetty towards the center of the channel, and but a short distance above that is a wing-dam extending eastward from the west jetty, narrowing the entrance to about 630 feet; that seaward, and southerly from the mouth of the jetties, lying nearly in the line of the center of the channel of the jetties, is a mud lump or sand bar, having a variable