

Citizenship is a high privilege, and when doubts exist concerning a grant of it, generally at least, they should be resolved in favor of the United States and against the claimant. *Swan & Finch Co. v. United States*, 190 U. S. 143, 146. If Aniello had lived, his declaration of intention would have been valueless to him after seven years. The construction now suggested by respondent would prolong the efficacy of this application for her benefit during an indefinite period.

The Act of 1906 definitely directs that the petition for citizenship shall be filed within seven years after the declaration, and we find nothing in the words used or the legislative purpose which permits an extension of such time for the benefit of widows. *United States v. Poslusny*, 179 Fed. 836; *In re Schmidt*, 161 Fed. 231, and *In re Shearer*, 158 Fed. 839, we think give no substantial support to the contrary view.

The decree of the court below is *Reversed.*

MR. JUSTICE SUTHERLAND and MR. JUSTICE SANFORD dissent.

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### ALASKA PACKERS ASSOCIATION v. INDUSTRIAL ACCIDENT COMMISSION ET AL.

CERTIORARI TO THE SUPREME COURT OF CALIFORNIA.

No. 266. Argued March 2, 1928.—Decided April 9, 1928.

A person employed by a fishing and canning company as a seaman, fisherman and for general work in and about a cannery, was injured, after the fishing season was over, while standing upon the shore and endeavoring to push a stranded fishing boat into navigable water for the purpose of floating it to a nearby dock, where it was to be lifted out and stored for the winter. *Held* that the injury, if within the admiralty jurisdiction, was of such a local character as to be cognizable under a state compensation law. P. 469.

73 Calif. Dec. 330, affirmed.

CERTIORARI, 275 U. S. 512, to a judgment of the Supreme Court of California, affirming an award of the State Industrial Accident Commission.

*Mr. Blair S. Shuman*, with whom *Mr. Allen L. Chickering* was on the brief, for petitioner.

*Mr. G. C. Faulkner* for respondent Accident Commission.

MR. JUSTICE McREYNOLDS delivered the opinion of the Court.

While standing on the land in Alaska, respondent Peterson endeavored to push into navigable water a stranded boat, 26 feet long, theretofore used by him and another for taking fish, and, while so engaged sustained bodily injuries. The fishing season had ended, the nets had been removed, and the boat, partly in the water, was resting on the sand. The immediate purpose was to float it to the dock nearby in order that it might be lifted thereon and stored for the winter, according to the ordinary practice.

Petitioner is a California corporation engaged in the business of taking fish in Alaska and canning them at its factory located in that Territory. Peterson resided in California. Within that State he entered into a contract with the Association whereby he agreed to go to Alaska as a seaman on its bark "Star of Iceland" and, after arriving at the cannery, to go ashore and act there as directed—"anything I was told to do." Among other things, he made nets, fixed up the small boats always kept there, took them out, and served as a fisherman on one of them.

The Industrial Accident Commission of California, purporting to act under the laws of that State, made an award against the petitioner and in favor of Peterson, and this was affirmed by the Supreme Court. The judgment is



challenged here upon the sole ground that when injured he was doing maritime work under a maritime contract and that the rights and liabilities of the parties must be determined by applying the general rules of maritime law, and not otherwise. *Union Fish Co. v. Erickson*, 248 U. S. 308, *Southern Pacific Co. v. Jensen*, 244 U. S. 205, and similar cases, are relied upon.

Whether in any possible view the circumstances disclose a cause within the admiralty jurisdiction, we need not stop to determine. Even if an affirmative answer be assumed, the petitioner must fail. Peterson was not employed merely to work on the bark or the fishing boat. He also undertook to perform services as directed on land in connection with the canning operations. When injured certainly he was not engaged in any work so directly connected with navigation and commerce that to permit the rights of the parties to be controlled by the local law would interfere with the essential uniformity of the general maritime law. The work was really local in character. The doctrine announced in *Grant Smith-Porter Ship Co. v. Rohde*, 257 U. S. 469, and *Millers' Ind. Underwriters v. Braud*, 270 U. S. 59, 64, is incompatible with the petitioner's claim.

The judgment of the court below must be affirmed.

*Affirmed.*

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LAMBORN ET AL. v. THE NATIONAL BANK OF  
COMMERCE OF NORFOLK.

CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE  
FOURTH CIRCUIT.

No. 163. Argued January 12, 1928.—Decided April 9, 1928.

On behalf of a client who had agreed to buy and pay for Java sugar upon delivery f. o. b. cars at Philadelphia, a bank issued a letter of credit to meet the sellers' drafts, which provided, among other conditions, that shipment be made by steamer or steamers from