

for his judgment, or stated the mode of calculation by which he assessed the damages, I am unable to confirm the report unconditionally. Twelve hundred dollars will be an ample allowance for the loss of the libelant during the time he was actually disabled, and with his consent a decree will be entered for that amount, with costs; otherwise, the third exception will be sustained.

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THE GEORGIA.<sup>1</sup>

NEGUS *v.* THE GEORGIA.

(District Court, E. D. New York. November 11, 1887.)

**MARITIME LIENS—CHRONOMETER—FOREIGN SHIP.**

A ship's chronometer is one of the necessities of the vessel. When, therefore, a foreign ship is supplied with a chronometer upon the credit of the vessel, and by direction of the master, a maritime lien on the ship is created for the value of the chronometer.

*Goodrich, Deady & Goodrich*, for libelant.

*Benedict, Taft & Benedict*, for libelant in another suit.

BENEDICT, J. This is a proceeding *in rem* to enforce a lien upon the brig Georgia for the sum due the libelant for the use of a chronometer used by the master of the brig during about a year. The only point made in defense is that no lien exists for such a demand, because it devolves upon the master of a vessel to provide himself with a chronometer, as one of the tools of his trade. In other words, that a chronometer is one of the necessities of the master of the ship, and not one of the necessities of the ship. There is no evidence tending to show that a chronometer is one of the tools of the master's trade, or that it is customary for the master to provide the chronometer. In the absence of such evidence, I do not see how the libelant's claim for a lien can be denied. Clearly, the ship cannot go to sea without a chronometer. As matter of fact, the presence of a chronometer on board is an absolute necessity, to enable the ship to perform her voyage. In this instance the chronometer was procured by the master on the credit of the vessel, as the receipt he gave shows, and his authority cannot be denied. It is, then, the ordinary case of a necessity of the ship supplied upon the credit of the ship by direction of the master, the ship being foreign. Upon such facts the maritime law declares the ship bound. Let the libelant have a decree.

<sup>1</sup>Reported by Edward G. Benedict, Esq., of the New York bar.

## THE ACORN.

## DENNY and others v. THE ACORN.

(District Court, W. D. Pennsylvania. August 31, 1887.)

## MARITIME LIENS—CONTRACT FOR SERVICES—REFUSAL TO ACCEPT.

Mariners hired for a voyage, who, pursuant to the contract, presented themselves at the wharf where the boat lay, and offered their services, but without good reason were refused admission to the boat, may sue *in rem* in admiralty for their stipulated wages, the boat having prosecuted the voyage.

In Admiralty. *Sur* exceptions to libel.

*Geo. C. Wilson*, for exceptants.

*E. J. Smail*, for libelants.

ACHESON, J. According to the allegations of the libel, which for the present must be accepted as true, the libelants were hired as firemen on the steam-boat Acorn, for a trip from Pittsburgh to Cincinnati or Louisville, at certain wages; and, pursuant to the terms of the hiring, presented themselves at the wharf where the boat lay, ready and desirous to perform their part of the contract, but were refused admission to the boat, without good reason, other persons having been hired in their places. It was then too late for the libelants to procure employment on that rise upon any other boat, and thus they lost a trip. The Acorn made the voyage for which the libelants were hired.

Upon such a state of facts, why may not the libelants proceed *in rem* against the boat in this court for redress? They sue, not, as is supposed, for damages for breach of the contract, but for their stipulated wages, to which they are as much entitled as if there had been actual performance on their part. *Kirk v. Hartman*, 63 Pa. St. 97. If, after a voyage has begun, it is lost or abandoned by the wrongful act of the owner or master, it is not to be doubted that the seamen are entitled to full wages, recoverable in admiralty by suit *in rem*. *Sheppard v. Taylor*, 5 Pet. 675, 710. It has been distinctly held, also, that where a mariner has been improperly discharged from a vessel after shipping articles have been signed, but before the commencement of the voyage, he may sue in admiralty for his agreed wages, the voyage for which he was engaged having been prosecuted. *The City of London*, 1 W. Rob. 88. To the like effect was the ruling in the case of *The Dolphin*, 6 Ben. 402. I deem it unimportant that the libelants did not actually enter upon any maritime service, since they were wrongfully prevented by the owners of the boat or their agent from going aboard the Acorn.

The exceptions to the libel are overruled.