

Case No. 1,827.

BREED v. The VENUS.¹

District Court, D. Massachusetts.

1805.

SHIPPING—BOTTOMRY AND RESPONDENTIA—HYPOTHECATION OF SHIP
BY MASTER.

1. The master has authority to hypothecate the ship, although the ship be hired upon charter and the master has been appointed by the charterers.
2. A bottomry bond taken in a foreign country, by an agent of the charterers of the ship, in the name of the charterers, is good.

In admiralty. The case was, that the ship belonged to Boston, and was chartered on a voyage to Bristol in England and back to Boston. On the homeward voyage she was compelled to go into Kinsale, in Ireland, to refit; and there the necessary sum for the repairs was advanced by a person connected in business with the charterers; and a bottomry bond was taken in their name for the amount. The ship completed her voyage and was libelled in the admiralty on the bottomry bond by the charterers, and a decree passed in their favor.

DAVIS, District Judge, said that he could not find any authority either from the decided cases, or general principles, to introduce the limitations contended for, either as to the rights of the master, or the charterers. The master, although appointed by the charterers, must be considered as approved by the owner; and he has the same authority as if appointed by the owner. And that although the charterers might have advanced their money, and have recovered the amount on the covenant in the charter-party by the owner to keep the ship in repair, yet they were not bound to do so; and by entering into the bottomry contract, they waived their remedy on the charter-party for the advances made for repairs.

¹ [Nowhere more fully reported. The notes of the case are here reprinted from Abb. Shipp. 156, 160, note.]