

**Case No. 1,941.**

BROOKMAN et al. v. The REBECCA FOGG.

[Betts' Ser. Bk. 545.]

District Court, S. D. New York.

Oct. 15, 1856.

SHIPPING—NECESSITIES PURCHASED IN FOREIGN PORT—LIABILITY OF VESSEL, OWNER, AND MASTER.

[One who furnishes supplies, repairs, or advances to a vessel in a foreign port may, at his election, hold to liability therefor the owner, the master, or the vessel.]

[In admiralty. Libel by Henry D. Brook-man and others against the schooner Rebecca Fogg for supplies, repairs, and advances. Decree for libellants.]

Before INGERSOLL, District Judge.

This was a suit brought to recover for supplies, repairs, and advances furnished to the schooner by the libellants. It appeared in evidence that the schooner was a foreign vessel, owned in Boston. She had been chartered by a parol agreement on shares, the libellant being in ignorance thereof. Dickey appointed his brother the master, and insisted that he was not his agent, and the vessel not liable for the supplies.

It was HELD BY THE COURT that the liability of a foreign vessel for necessities furnished to her is not collateral to the personal liability of her owner or any one else. The man who makes advances to her may look to the owner, to the vessel, or to the master, or he may waive his right against either of them. If he makes advances and takes a bottomry bond, he can look only to the ship. The ship may be liable independent of any personal indebtedness of any owner, either general or special. After citing a number of authorities from the books, his honor held that a decree must be granted to the libellants, with a reference to ascertain the amount due.

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