

Case No. 2,710a. CHURCH V. THE H. L. SCANTON.
[Belts' Scr. Book, 534.]

District Court, S. D. New York.

1856.

ADVANCES TO SEAMAN BY BROKER—LIABILITY OF VESSEL.

[A vessel is liable for authorized advances to a cook, made by the broker who shipped him, although the cook subsequently deserts, as his continuance on board after being accepted is at the vessel's risk.]

[In admiralty. Libel by James C. Church against the schooner H. L. Scanton for advances.]

BETTS, District Judge. The libellant claims recovery of a payment of wages made by him to a cook hired for the ship. The evidence of a competent agency or authority in the libellant to charge the vessel for his advances is meagre, but may be regarded prima facie sufficient to put the owner or master on defence. The man was shipped as a cook, and was taken on board the schooner in that capacity, after having been paid twenty-five dollars advance wages by the libellant. The master now objects to paying the demand On the allegation that the cook did not perform the voyage he was shipped for, but deserted the ship in this harbor. His continuance on board, after being placed there by the shipping broker, was at the risk of the ship, and she is equitably and legally chargeable for the advance, by accepting him as one of the crew.

Ordered a decree for the libellant for twenty-five dollars, with interest from August 20, 1854, and costs.