

Case No. 4,813b, FISH ET AL. V. THE GEORGE THOMAS.
[Betts. Scr. Bk. 561.]

District Court, S. D. New York.

Nov. 18, 1857.

BOTTOMRY—FREIGHT EARNINGS—ROUND VOYAGE.

[A voyage to a foreign port, there to discharge cargo; thence to another foreign port, there to take cargo; thence to a domestic port,—is continuous with respect to liability of freight moneys to satisfy a bottomry bond given for repairs in the first part of the voyage.]

[In admiralty. Libel by James D. Fish and: others against the bark George Thomas and her freight to recover upon a bottomry bond.]

This was a libel upon bottomry bond. The vessel sailed from Boston, bound thence to Havana, there to discharge her outward cargo, and to go thence to Sagua la Grande for a cargo, and thence to a port in the United States. On her outward voyage she was dismasted, and put into Key West for repairs, to cover which this bond was given by the master. The vessel on being sold did not bring enough to cover it, and the libelant claims to recover the balance out of the freight moneys received on the voyage round from Havana to the United States, while the claimant insisted that Havana was to be deemed the terminus of the voyage for which, the master had power to bind the cargo and freight

HELD BY THE COURT: That the voyage was a round one from Boston back to the United States, and the vessel was employed earning freight the entire circuit, and this faculty was one of the interests hypothecated by the terms of the bond. No cessation of liability occurred on the vessel's arrival at Havana. That the libelants were entitled to a decree against the freight as well as the vessel.