

MILNE V. THE JOHN COOK.

[4 Betts, D. C. MS. 39.]

District Court, S. D. New York.

Feb. 14, 1844.

SEAMEN—WAGES—COPARTNERSHIP.

[A contract to sail a vessel in copartnership for a share of the earnings affords no remedy in rem for wages.]

[This was a libel for wages by John Milne against the sloop John Cook.]

Before BETTS, District Judge.

This cause being heard upon the proofs and allegations of the parties, and the premises having been duly considered, and it appearing to the court that the libellant and the owner of the said vessel agreed to sail the said vessel in copartnership for equal shares of her earnings, and that the said agreement was not afterwards revoked or substituted by a contract of hiring with the libellant on wages, and it being considered by the court that the violation of the said agreement of copartnership by the owner of the said vessel, and transferring possession of her to another party, does not give the libellant a right of action in rem against the said vessel for such breach of contract, it is therefore ordered, adjudged, and decreed that the said libel be dismissed with costs to be taxed.

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