

## RAMBLER v. CHOAT.

{1 Cranch, C. C. 167.}<sup>1</sup>

Circuit Court, District of Columbia. June Term, 1804.

EVIDENCE—ANSWER TO LIBEL—PLEADING AT  
LAW—GENERAL COUNT—SPECIAL AGREEMENT.

1. In an action at law by a seaman against the master, the plaintiff may read, in evidence, the answer of the master to a libel by the seamen for their wages, the plaintiff being one of the libellants.
2. If there be a special agreement, the plaintiff cannot recover upon a general count.

Suit by a seaman for wages against the captain of the ship Governor Strong.

Mr. Youngs, for plaintiff, offered to read the answer of the captain to the libel of the sailors in the court of admiralty, the present plaintiff being one of the libellants.

Admitted by the court (KILTY, Chief Judge, doubting).

It appeared by the proceedings in the admiralty, that shipping articles had been executed, and the declaration being in debitatus assumpsit for work and labor, and quantum meruit, and no special count on the agreement.

THE COURT (nem. con.) was of opinion that the plaintiff could not recover on this declaration, it being in evidence that there was a special agreement.

Leave to amend, on giving fresh security for costs, by first day of next term.

Nonsuit reinstated, with leave to amend.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]

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