

SCOTT v. FAILLES.

[5 Ben. 82.]¹

District Court, E. D. New York. March, 1871.

SHIPPING—WAGES—COOK ON CANAL-
BOAT—CREDIT OF MASTER.

S. was hired as cook on a canal-boat running between New York and Buffalo, and between ⁸³⁰ New York and New Jersey. She was hired by the master of the boat, and on his exclusive credit. *Held*, that the owner of the boat was not liable for the wages of S.

[Cited in *The International*, 30 Fed. 376; *The L. L. Lamb*, 31 Fed. 34.]

{This was a libel for wages by Eliza Scott against David Failles.}

BENEDICT, District Judge. This is an action against the owner of a canal-boat, to recover for services rendered on board that boat during several voyages from New York City to Buffalo, upon the Hudson river and the Erie canal, including also trips from New York to New Jersey, during the winter season. It involves some questions respecting the jurisdiction of the admiralty, which, however, I do not feel called upon to decide. I rest my decision of the case solely upon the fact, which I consider the evidence clearly proves, that the libellant made a special agreement with the master of the boat, and contracted upon his credit exclusively. I do not doubt that the libellant clearly understood, when the engagement was made, and when the services were performed, that she was to look to the master of the boat, and to him alone, for her compensation, and assented thereto. Under such a state of facts, the owners of the vessel could not be held liable, they having, as the evidence also shows, so understood the contract of the libellant, and having settled their

accounts with the master upon that basis. The libel must, therefore, be dismissed.

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