

## SHAKERLY v. PEDRICK.

[Crabbe, 63.]<sup>1</sup>

District Court, E. D. Pennsylvania. Jan. 4, 1837.

## SEAMEN—LEFT IN FOREIGN HOSPITAL—WAGES.

If a seaman be left in a foreign hospital, sick, and, on his cure, rejoins the vessel, he is entitled to his wages at the rate originally contracted for, where no new contract is shown, and not withstanding the master has complied with the requirements of the act of 28th February, 1803 [2 Stat. 203].

[Cited in *Callon v. Williams*, Case No. 2,324.]

This was a libel for wages [by Robert M. Shakerly, mariner, against Silas Pedrick, late master of the brig *Latona*].

It appeared that the libellant shipped on board the brig *Latona*, at Philadelphia, on the 23d November, 1834, for a voyage to Buenos Ayres and Montevideo, and back, at thirteen dollars per month; that at Buenos Ayres he became sick, and was removed to the hospital; that the captain paid to the consul there three months' wages, as required by the act of 28th February, 1803 (2 Story's Laws, 883); that, on the libellant's being discharged from the hospital, cured, he rejoined the brig at Montevideo; that he remained on board, doing his duty, till her arrival at Philadelphia, on the 28th May, 1835; and that, on demanding his wages, they were refused him, on the ground that his return to the brig was under a contract to work his passage home, in consideration of the money paid to the consul on his account. This suit was an amicable action, entered by agreement filed on the 21st September, 1836.

The case came on for a hearing on the 16th December, 1836, before Judge HOPKINSON, and

was argued by Mr. Grinnell, for libellant, and Mr. Clarkson, for respondent.

No new contract was shown.

On the 4th January, 1837, HOPKINSON, District Judge, decreed for the libellant the whole amount of wages demanded and costs.

<sup>1</sup> [Reported by William H. Crabbe, Esq.]

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