

SMEDLEY v. YEATON.

{3 Cranch, C. C. 181.}¹

Circuit Court, District of Columbia. Nov. Term, 1827.

SHIPPING—MASTER—SUPERCARGO.

The master of a vessel, who is also consignee of the cargo, has thereby the authority of supercargo during the voyage.

Assumpsit [by Smedley's executor against W. Yeaton], for not delivering fifty barrels of flour, shipped on board the defendant's schooner, Hero, for Barbadoes, consigned to the master, W. Sowle. The pumps being choked by corn, 113 barrels of the cargo of flour were damaged. The vessel put into Norfolk, where the damaged flour was taken out and sold, and the same number of barrels of good flour put on board in place of the damaged flour.

In order to prove the replacing of the flour, Mr. Taylor, for defendant, offered to read in evidence an account rendered by J. R. Harwood, of the sales of 113 barrels of damaged flour, and the supply of 113 barrels of good flour, which account was verified in the usual manner by the signature of W. Sowle, the master and consignee, who died before the trial.

Mr. Hewitt, for plaintiff, objected that it was the mere act of the master, in his character of master of the defendant's vessel, and not in his character of consignee, which did not arise, nor did his agency for the shipper commence until the arrival of the flour at Barbadoes.

Taylor & Mason, for defendant, contended that the master, who was consignee, had thereby the authority of supercargo to receive the good flour in lieu of the damaged; and that his certificate or acknowledgment of the receipt of the flour was evidence for the defendant.

And of that opinion was THE COURT
(THRUSTON, Circuit Judge, contra). See Biggs v.
Lawrence, 3 Term R. 454.

¹ [Reported by Hon. William Cranch, Chief Judge.]

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