

Case No. 13,694.

SWIFT ET AL. V. THE ALBUS.

[N. Y. Times, June 9, 1856.]

District Court, S. D. New York. May 31, 1856.

MARITIME LIEN—STORES—FURNISHED TO
CHARTERER—CHARGE—LIABILITY OF VESSEL.

This was a libel filed by the libelants [Frederick Swift and others] to recover the sum of \$4,010, for supplies and passenger stores alleged by the libelants to have been furnished by them to the ship.

Owen & Vose, for libelants.

Beebe & Donohue, for claimants.

HELD BY THE COURT: The ship was chartered to one Pelletier upon certain terms. He was to load the ship, and she was to sail for his benefit, the owners to appoint the captain. The owners ran up a bill of stores for the ship, which were paid. But the stores in question, it is evident, were furnished, in part, on the credit of Pelletier. There was no personal credit given to the owners for them. But it is said that credit was also given to the ship, and therefore the libelants have a right to look to her for payment. Now, to enable them to recover, they must show—First, that they did charge the ship; and, second, that they had the right to charge her. I should doubt very much, on the evidence, whether they ever did charge them to the ship. Other stores were charged to the ship *Albus* but these were charged to the ship *Albus*' passengers. But, suppose they did look to the ship; had they the right to do so? Pelletier was not the agent of the owners, and did not contract for the stores as such; and the owner told the libelants, when they furnished the stores, that the ship should not be responsible for them. The libelants, then, did not look to the ship, and, if they did, they had no right to do so. Libel dismissed, with costs.

This volume of American Law was transcribed for use
on the Internet

through a contribution from [Google](#). 