

delivery of the cargo to the lighters, showing that if the cargo required to be coopered the mate would naturally have been the man to order it. The mate is not called in behalf of the vessel, and his absence is not accounted for. Kippel made a demand of the libelant for labor performed by him in coopering this cargo, and he has been paid therefor by the libelant. When Lewis saw the bill of libelant for Kippel's labor and one empty cask, the only objection he made was to the item of the cask, and the bill was corrected in that particular. These facts compel the conclusion that the services sued for were rendered on board the vessel by Kippel, and that they were performed at the request of the mate, who had an apparent authority to contract therefor. The liability of the vessel follows, of course.

Upon the evidence the libelant can recover for four days at five dollars per day. There is no evidence as to the quantity or value of material furnished. Let the decree be for \$20 and costs.

This volume of American Law was transcribed for use
on the Internet
through a contribution from [Courtney Minick and Brandon](#)

[Long.](#) ★