

THE BATTLER AND ANOTHER V. THE  
SAVANNAH.<sup>1</sup>

*District Court, E. D. Pennsylvania.* November 9, 1886.

CONTRACTS—EVIDENCE.

An alleged contract must be proved before it can be enforced.

In Admiralty.

*Charles Gibbon*, for libelants.

*Flanders & Pugh*, for respondent.

BUTLER, J. The libels are founded on contract; the libelants alleging an engagement of their services, and a refusal to employ them when tendered. A careful examination of the testimony has not satisfied me that such a contract existed. The respondent contracted with Capt. Dahl, of the *Cynthia*, to take her (the respondent) to Philadelphia, for a consideration agreed upon, Capt. Dahl to find all the necessary means at his own expense. There is nothing whatever in the testimony to justify a belief that the respondent 928 entered into any contract with the libelants, directly or otherwise. The testimony of the master of the *Savannah*, on cross-examination, that Capt. Dahl was his "agent," might mislead, if considered without reference to his testimony in chief. Taken altogether, the statements of the witness show quite plainly that Capt. Dahl was not authorized to make contracts in the respondent's name, or on her behalf; nor does it anywhere appear that he undertook to do so.

This view of the facts renders other questions raised unimportant.

<sup>1</sup> Reported by C. Berkeley Taylor, Esq., of the Philadelphia bar.

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