

for the protection of foreign seamen and vessels in our ports, and the case at bar illustrates the vicious practices to which he alludes. The plaintiff in error is guilty of enticing men to abandon employment for which they were engaged, and to remain idle at his boarding house until after the Invergarry had gone to sea, thereby causing expense to the ship, and loss of time and wages to the men, while he doubtless profited by shipping them on other vessels. Such acts are reprehensible, and prejudicial to all classes of persons connected with the shipping interests of the country. But the evil of permitting such offenses to go unpunished is not greater than the demoralizing effect of a decision which adds to or takes from the law. If the laws which we have are found to be insufficient, when fairly interpreted, congress should be called upon to amplify them.

Judgment reversed, and cause remanded, with directions to discharge the defendant.

## THE CHILIAN.

GODWIN et al. v. THE CHILIAN.

(District Court, S. D. New York. October 31, 1893.)

**MARITIME LIEN — CHARTERED VESSEL — CUSTOMHOUSE ENTRY — PERSONAL CREDIT.**

Where services were rendered and moneys paid out by customhouse brokers in entering the British steamship C. at the customhouse in behalf of known charterers, who were required to pay such fees, and the service was rendered in accordance with a long course of dealings with the charterers, and no demand was ever made therefor against the master, owners, or their agents, *held*, that the brokers acted on the personal credit of the charterers, and that no maritime lien arose upon the ship. *The Kate*, 56 Fed. Rep. 614, followed.

In Admiralty. Libel to enforce an alleged lien for entering vessels. Dismissed.

Hess, Townsend & McClelland, for libelants.  
Convers & Kirlin, for defendant.

**BROWN**, District Judge. The libelants, as customhouse brokers, seek to recover for services, and moneys paid out, in entering the British steamship *Chilian* in this port on February 7, 1893. The *Emily Souder*, 17 Wall. 666, 670. The steamer was at that time in the possession of the United States & Brazil Mail Steamship Company, being operated by them under a time charter, which required the company to pay all entrance fees of the ship. The libelants were the general customhouse brokers and agents of the company for entering all the company's vessels, whether belonging to the company, or chartered by it. The *Chilian* was entered in the ordinary course of the libelants' employment, and the bill therefor was rendered to the company, and against the company only. At the time of the entry, the master was present, because his signature was, by law, required to the entry; but the libelants were not in any way employed by him; nor were the master, the owners, or their agents, requested or expected to pay for this service. The libelants

understood that the Chilian was under a time charter. They had previously been paid by the company for similar services to other vessels chartered by the company; and they either knew, or would have learned on the least inquiry, that the company, by the charter of the Chilian, was bound to pay for the charges in question. Had the vessel been, in fact, looked to for payment, and a bill therefor rendered either to the master or to agents of the owners of the ship in this port, the charges, if proper against either, would have been paid at once; for the agents of the vessel, it is proved, had abundant means in their hands to discharge all the ship's obligations. The bill was not presented to either, because neither was expected to pay it, but the company only.

Under such circumstances, this court has uniformly held the services to have been rendered on the personal credit of the charterer; and that no lien arises upon the vessel, or any claim upon her owners. See *The Kate*, 56 Fed. Rep. 614, and cases there cited.

The libel must be dismissed, with costs.

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THE VIGILANCIA.

THE ALLIANCA.

THE ADVANCE.

AMMON et al. v. THE VIGILANCIA. SAME v. THE ALLIANCA.  
SAME v. THE ADVANCE.<sup>1</sup>

(District Court, S. D. New York. November 2, 1893.)

1. MARITIME LIEN—SUPPLIES—WHAT DELIVERY CREATES LIEN.

There can be no delivery to the ship, in the maritime sense, either of supplies or cargo, so as to bind her in rem, until the goods are either actually put on board the ship, or else brought within the immediate presence or control of her officers.

2. SAME—HOME PORT—GOODS DELIVERED TO TRUCKMAN IN FOREIGN PORT—PLACE OF SUPPLY.

A steamship company was organized under the laws of New York, and its ships were docked in Brooklyn, the home port. Libelants, at Jersey City, delivered such supplies of oleomargarine as were ordered from time to time by the steamship company to trucks employed by libelants, which transported the supplies to the ships. The sale of oleomargarine is prohibited by the laws of New York. On the failure of the steamship company, libelants claimed that as the supplies had been delivered at Jersey City, to which port the ships were foreign, the title to the supplies passed there, and that a maritime lien was thereby created on the vessels. *Held*, that the place where the ships lay was the test of the place of supply, and that the supply was not complete until the delivery to the ships where they lay, and, as this was in their home port, no maritime lien was created thereby.

In Admiralty. Libels in rem for the value of supplies furnished. Dismissed.

Hyland & Zabriskie, for libelants.  
Carter & Ledyard, for claimant.

<sup>1</sup> Reported by E. G. Benedict, Esq., of the New York bar.