

the charterer to require the Zambrana to go up the river, and to continue that navigation during the charter period. The attempt would have been, as above said, essentially an experiment, which nothing in the charter authorized Salzedo, the virtual charterer, to make, or to demand of the master to make, at the ship's risk. The consignee was consequently bound to accept the cargo at Puerto Colombo, as the usual place of discharge of such steamers bringing cargoes for Barranquilla, and the charterers have no claim to damages for the delay.

The inflexible demand of Salzedo that the Zambrana should go up to the river port, and his persistent refusal to receive the cargo at Puerto Colombo, were the cause of all the subsequent complications. Stubbs, the mate in charge, was finally thrown into prison, and the vessel was fined; there were no storehouses at Puerto Colombo where the cargo would be received, and where it could be stored on the consignee's account; and there was consequently no final recourse but to bring it away. The vessel was fortunate in getting away when she did to avoid further arrest, detention and loss.

I do not find in the evidence, however, any sufficient reason why the vessel might not and should not have left Puerto Colombo much earlier than she did, after the positive and reiterated refusals of the consignee to accept the cargo there were known, as well as the ship's inability to store the cargo there on the consignee's account. I must, therefore, disallow the claim of the owners for charter hire beyond February 23, 1893, the end of the charter period, which afforded a sufficient time for the ship's return to New York after the above facts were fully known. The owners are entitled to recover for the last half month's hire unpaid, less the sum advanced by Salzedo in Puerto Colombo to the mate, and also less the net proceeds of the cargo sold in New York. I must disallow any claim for damages to Mecke & Co., as I do not find on the part of the ship any breach of the charter obligations.

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THE D. B. STEELMAN.

McHORNEY et al. v. THE D. B. STEELMAN.

(District Court, E. D. Virginia. November 5, 1895.)

MARITIME LIENS—SUPPLIES—STALE CLAIM.

A schooner was leased to her master, who was to receive 60 per cent. of her earnings. The owner had previously advertised that he would not be responsible for supplies furnished on the order of the master or crew. Over a year after the expiration of the contract, claims for supplies were presented, in which nearly all the items were more than two years old. The owner had no notice of the claims until a few days before the libel was filed. *Held*, that libelants were guilty of inexcusable laches, and the libel must be dismissed.

This was a libel by McHorney & Wyatt against the schooner D. B. Steelman to enforce a claim for supplies.

Sharp & Hughes, for McHorney & Wyatt.

Whitehurst & Hughes, for the D. B. Steelman.

HUGHES, District Judge. The schooner D. B. Steelman is a Norfolk vessel. She was leased for some two or more years by her owner, A. A. McCullough, to her master, W. H. Anderson, by contract, which stipulated that Anderson was to receive 60 per cent. of her earnings, and McCullough 40 per cent.; the latter having, before then, advertised that he would in no case be responsible for supplies furnished this schooner on the order of her master or crew. More than a year after the termination of this contract, and after Anderson had ceased to be master of the schooner, the libelants presented a claim to the owner for a small balance of account against the schooner. Most of the items of this account were more than two years old, and all of them were nearly of as long standing as two years; the owner having had no notice whatever up to the time of the presentation of this account, a few days before the libel was filed, of its existence. The inexcusable laches of the libelants, under all the circumstances of this extraordinary case, deprive the claim of equity. Indeed, I think it would be contrary to the spirit and policy of the admiralty law for an admiralty court to lend its aid to the enforcement of a claim the collection of which would work such a hardship upon the respondent as this. The libel must be dismissed, with costs.

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## THE SPROTT.

## WYMAN v. THE SPROTT.

(District Court, S. D. New York. September 9, 1895.)

## BILL OF LADING SIGNED BY CHARTERER—CAPTAIN'S ASSENT—VESSEL HELD FOR GOODS ON DECK.

Goods being delivered to the charterers of the steamship S. at Antwerp, they signed clean bills of lading for the same "pour le capitaine," with the knowledge and assent of the master. The vessel being subsequently filled below deck, 10 bales of a consignment of wool remained, which were stowed on deck, for which a clean bill of lading had been previously given as above stated. On the day of sailing the master gave a single bill of lading to the charterers for all the goods of the different shippers, naming the different shippers, and stating that the 10 bales were on deck. The 10 bales being injured by sea water, suit was brought by the shipper for damages: *Held*, that though the charterers merely as such had no authority to bind the ship by signing bills of lading, they could do so under the master's assent and authority, which was in this case to be inferred from the circumstances; and that the ship was liable upon the clean bill of lading delivered to the shipper.

This was a libel by Franklin Wyman against the steamship Sprott to recover damages to part of a consignment of wool in bales.

George A. Black, for libelant.

Wing, Putnam & Burlingham, for respondent.

BROWN, District Judge. The libel was filed to recover damages to 33 bales of wool, part of a consignment of 163 bales shipped at Antwerp by J. B. Moores & Co. April 18, 1895, on the steamship Sprott, bound for Boston and damaged by sea water on the voyage. The libelant was the purchaser of the goods and indorsee of