

HORACE ABBOTT ET AL.
 vs.
 THE BALTIMORE AND
 RAPPAHANNOCK STEAM PACKET
 COMPANY ET AL. } JULY TERM, 1850.

[PRIORITY OF SEAMEN'S CLAIM FOR WAGES—LIABILITY OF OWNER FOR SUPPLIES—
 CONTRACTS OF CORPORATIONS.]

The crew of a steamboat, plying between the ports of adjoining states, upon navigable tide water, have a right to proceed for wages due them, by libel in the District Court of the United States, and have a lien on the vessel, her tackle and furniture, for such wages.

This right to libel the vessel in the admiralty courts for wages, extends to every officer and man who assists in navigating her, except the captain.

The officers and seamen have a triple security for their wages, they may have recourse to the vessel, the owner, and the master.

The seamen's claim for wages, follows the ship and its proceeds, in whose hands soever they may come, is preferred to all other demands, and constitutes a sacred lien, which continues as long as a single plank of the ship remains, and extends to the whole amount of compensation due the seamen.

The owner is liable for the necessary supplies for the vessel furnished by order of the master, and if he seeks to escape such liability, he must show, by satisfactory proof, that the credit was given to others.

If the owner can make out, by evidence, that the credit was given to the master *alone* for such supplies; if it appears, that there was a special promise taken from him and relied upon, the owner will not be liable.

Corporations can make no contracts which are not necessary, either directly or indirectly, to effect the objects of their creation, and a corporation itself, may, in an action brought against it upon such contract, deny its power to enter into it.

The act of 1829, ch. 42, incorporated the defendant, "for the purpose of establishing and conducting a line of steamboats and stages, or carriages, between Baltimore and Fredericksburg, and the several ports and places on the Rappahannock, and on the rivers and waters of the Chesapeake bay, for the conveyance of passengers, and transportation of merchandise and other articles." The company entered into an obligation to aid in an improvement, the purpose of which, was to open the Rappahannock river, and render it navigable to the basin, in, or near Fredericksburg. **HELD—**

That the proposed improvement, being *above* the Virginia *terminus* of the route between which, and Baltimore, the boats were to run, for that reason was not within the authority conferred upon the company by its charter. And even if it had been between the *termini*, it would not have been within the powers granted by the act of incorporation.

[In this case, a bill was filed by the complainants on the 13th of October, 1846, alleging the indebtedness of the Steam Packet