

follows the ship and its proceeds, in whose hands soever they may come, by title or purchase—that it 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 the compensation due the seamen.

The claims, therefore, of the seamen, in this case, are certainly entitled to be paid out of the proceeds of the vessel, her tackle and furniture, before all others, unless they have in some way deprived themselves of the priority of payment, to which they were so clearly entitled.

Authorities have been cited to show that a contract between the crew and the captain, that the latter alone should be liable for their wages, would be disregarded, as unconscientious, and that, notwithstanding an express contract to that effect, the seamen might resort to either the vessel or owners for payment. The Chancellor does not think it necessary to decide this question, for conceding that an express contract with the captain that he, and he alone, should be liable to the crew for their wages, would preclude the latter from having recourse to the vessel and owners, he can see nothing in the evidence in this case, which would restrict the crew to but one of the three remedies which the law clearly gives them, in the absence of express contract.

It is not understood to be contended, that exemption can be claimed for the vessel and owners from the demand of the seamen for wages, unless a contract to that effect can be established, but it is contended by those who resist the claim of the seamen in this case, that such a contract, like any other fact, may be proved by circumstances, and that the circumstances of this case are sufficient for that purpose.

There is not certainly in this case any direct evidence of a contract that the hands employed in the vessel would look exclusively to the captain for payment, and I have not been able in the evidence to find circumstances sufficiently strong to induce me to infer one. It is shown, to be sure, that two of the hands knew of the engagement between the captain and the owners, that the former would pay the crew, and furnish provisions for