

would not be liable, if a like promise of the owner was taken and relied upon. *Abbott*, 168, note 11; 5 *Law Reporter*, 116.

Unless evidence of this description can be furnished, it is believed to be very well established that the owners are liable for necessary supplies furnished the ship by order of the master.

The question, then, in this case, is, have these owners succeeded in establishing, by evidence, that the persons who furnished supplies for this vessel, did so upon the credit of the master alone? Looking to all the proof upon this point, and giving it a fair consideration, I cannot agree with the counsel, that credit for these supplies was given exclusively to the master, without which, the owner was unquestionably liable. In fact, with regard to the claims numbered 9 and 10, the idea of the exclusive liability of the captain could not have been entertained by these owners, as it appears by the records, that they confessed decrees for those claims at March term last, in the United States District Court for the Maryland District.

It would be a consumption of time and space for which there would be no compensating advantage, to enter upon an examination of the proof, upon which my conclusions upon this question of fact are formed, and I therefore content myself with saying, that I am not satisfied that the parties who furnished these supplies, contracted to look exclusively to the captain for their money, and, therefore, my opinion is, that such of the creditors of this class as may succeed in proving their claims, will be entitled to come in upon the fund as general creditors, after the satisfaction of the liens and preferences already referred to.

In addition to the claims of the seamen and of the parties who furnished supplies for the vessel, certain claims have been filed, founded upon the drafts of the captain on the company. These drafts are dated on the 7th of December, 1846, and the vessel ceased to run on the 12th day of the same month; and on the same day a resolution was passed by the directors of the company, directing these drafts to be charged to the account of the captain, and credited to the parties entitled to receive the same, and in case the sum due the captain from the