he is not so near to the master that the master can ask for his authority, and the master is therefore obliged necessarily to render himself liable in order to carry out his duty as master."

In *The Riga*, 3 A. & E. 516, Sir Robert Phillimore, in the Admiralty Court, adopted the common law rule laid down by Abbot, C.J. (not Lord Tenterden, as stated in the report), in *Webster* v. *Seekamp*, 4 B. & Ald. 352, where he thus expresses the rule to be applied by a jury in determining what were the circumstances that would justify the master in pledging his owner's credit for necessaries, and in determining what were necessaries : "If the jury were to enquire only what is necessary, there is no better rule to ascertain that than by ascertaining what a prudent man, if present, would do under the circumstances in which the agent in his absence is called upon to act. I am of opinion that whatever is fit and proper for the service on which the vessel is engaged, whatever the owner of that vessel as a prudent man would have ordered if present at the time, comes within his meaning of the term 'necessaries,' as applied to those repairs general, or things provided for the ship by order of the master for which the owner is liable." See also *Arthur* v. *Barton*, 6 M. & W. 138 ; *Webster* v. *Seekamp*, above cited. *The Riga*, L.R. 3 A. & E. 516, abolished the distinction between necessaries for the ship and necessaries for the voyage, and placed them on the same footing.

In *The Castlegate*, Appeal cases, 1893, at page 51, Lord Watson lays down the principle that "there can be no lien upon a ship in respect to disbursements for which the master had not authority to bind the owner, or, in other words, that no maritime lien can attach to the *res* for any sum which is not a personal debt of the owner." And this definition must be taken as the latest udicial decision of the highest court in the empire, as determining the test which must be applied in each case where the master sets up a lien for the disbursements made for liabilities incurred on account of the ship.

Before examining the evidence in the present case, then, it becomes necessary to consider a few of the authorities wherein it has been held that the master had authority to pledge the owner's credit in a home port, and thereby render the owner liable in an action brought by the creditor to recover for an indebtedness contracted by the master. McLachlan (3rd edition), p. 133, states that even when the ship is at home, if she is to be employed as a general ship, it rarely happens in practice that the owners interfere with the receipt of the cargo. Without doubt, however, they are by law bound by every contract made by the master relative to the usual employment of such ship. At page 138, the same author says, "The obligation of the owners upon the contract of the master for repairs and necessaries to the ship is of the same nature, and depends upon the same principles as the obligations on his contracts with regard to its employment," and at page 139, speaking of the implied authority of the master, he says, "Consequently this authority, subject to certain limits hereafter to be considered, covers all such repairs and the supply of such provisions and other things as are necessary to the due prosecution of the voyage, and extends to the borrowing of money when ready money is required for the purposes of the same employment to which the authority is incident." In *Webster* v. *Seekamp*, 4 B. & Ald. 452 (1821), Abbot, C.J., and the