

harbour dues, noting protest, travelling expenses of master : *The Riga*, L.R. 3 A. & E. 516. Tobacco and slops supplied seamen ; bill of exchange drawn by master the dishonour of which he had received no notice : *The Feronia*, L.R. 2 A. & E. 65 ; *The Fairport*, 8 P.D. 48. Account for painting ship on master's order : *The Great Eastern*, 2 A. & E. 88. Money advanced to pay a shipwright's bill for repairs where he refused to allow the ship to leave his dock until paid : *The Albert Crosby*, L.R. 3 A. & E. 37.

• The obligation of the owners upon the contract of the master for repairs and necessities to the ship depends upon the principles of agency. The owners act through the master, as their agent, and, in the absence of any express directions, impliedly hold him out to the world as possessing authority to bind them by his contract for the employment or repairs of the ship and the supply of necessities. He is appointed by the owners for the purpose of conducting the navigation of the ship to a favourable termination, and there is vested in him, as incident to that employment, an implied authority to bind the owners for all that is necessary to that end. The master is always personally bound by a contract of this kind made by himself, unless he takes care by express terms to confine the credit to the owners only. But when the contract is made by the owners themselves, or under circumstances that show the credit to have been given to them, there is no right of action against the master. Usually, however, the surrounding circumstances attending the making of the contract are such that there is an election for the creditor to proceed against the owners or against the master, but he may not sue both. McLachlan on Shipping (3rd edition), 139. Where the owner or his agent is at the port where the liability is incurred, or so near it as to be reasonably expected to interfere personally, the master cannot, without special authority for the purpose, pledge the owner's credit for the ship's necessities. Under the foregoing limitation of the implied authority of a master, it has been stated that the rule cannot be described by any geographical radius, because it is said that cases arise daily where, as the necessity is pressing, the delay of communicating with the owner, though comparatively near, would be prejudicial to his (the owner's) interests. Mr. McLachlan formulates the rule, as the result of a number of decisions, in the following language : " There is authority to borrow money on the ship or pledge the owner's credit whenever the power of communication is not correspondent with the existing necessity " : McLachlan (3rd edition), 142. In *The Orienta*, L.R. P.D. 49 (1895), Lord Esher thus expresses himself as to the circumstances under which the master incurs a liability which entitles him to a maritime lien : " He (the master) is only authorized to pledge his owner's credit for what you may call the things necessary for the ship ; that is to say, he can pledge his owner's credit if he is in a position where it is necessary for the purposes of his duty that these things should be supplied, and he cannot have recourse to his owners before ordering them. . . . The real meaning of the word ' disbursements ' in admiralty practice is disbursements by the master which he makes himself liable for in respect of necessary things for the ship for the purposes of navigation, which he, as master of the ship, is there to carry out—necessary in the sense that they must be had immediately—and when the owner is not there able to give the order, and