

Such are the most material facts, as nearly as I can recollect them from the testimony, which though not in all respects quite contradictory, is not, in all its parts, exactly reconcilable. One month's wages, covering the whole period of his service previous to his arrest and imprisonment, had been paid in advance, and the libellant now claims wages to the termination of the voyage. For the respondent, it is contended that the misconduct of Smith, followed by his arrest and imprisonment and his being sent home by the public authority in chains as a criminal, is a conclusive bar to any claim for wages beyond what have been paid.

This court, I hold, is not excluded by any of the proceedings at Point Petre, from inquiring into the merits of the case, and making such a decree as on the whole, right and justice may require. The libellant was tried and acquitted on the criminal charge, and even if he had been convicted, this would not have been a bar to the present suit. 4 Mason Rep. 84, *The Mentor*. His claim stands entirely unprejudicated by any of the proceedings at Point Petre, and his misconduct, admitting it in all the aggravation that is alleged, cannot operate properly as a forfeiture of the wages now claimed. The wages forfeited under the marine law are properly the wages previously earned, and not those which are or may be earned subsequently. Both justice and policy require this limitation of the forfeiture. If it extended to future earnings for the remainder of the voyage, it would take from the seaman, all the ordinary and most influential motives for good conduct. He would never willingly and cheerfully perform his duties, if he knew beforehand, that however diligent and faithful he might be, he could receive no compensation for his services.

But a seaman may, by misconduct, not only forfeit all wages antecedently earned, but his misconduct may be such as will authorize the master to dissolve the contract, and discharge him from the vessel. The principal question presented in this case, is whether the conduct of the seaman was such as would by the principles of the maritime law, authorize the master