

below in the case of *The Sara* was reversed. In the previous case of *The Chieftain*, Browning & Lush, 104, and *The Edwin*, Browning & Lush, 281, it was thought that the maritime lien then thought to exist in favour of a master for disbursements extended only to moneys actually paid, but not to liabilities incurred and not actually paid. But in the case of *The Feronia*, L.R. 2 A. & E., p. 65, this doctrine was infringed upon, for Sir Robert Phillimore confirmed the ruling of the registrar as to certain items for liabilities for proper necessities purchased by the master, but not actually paid for by him; and the items were allowed to the master conditionally upon his producing vouchers showing actual payment of them by him and depositing them in the registry. See also *The Red Rose*, 2 A. & E. 80, the added words in the Imperial statute of 1889: "And liabilities incurred on account of the ship," now clearly establish a maritime lien for such liabilities, even if such liabilities had not been actually paid by the master at the date of his action.

*The Sara*, 14 Appeal Cases, 209, as I have said, reversed all these cases, and Parliament, recognizing the confusion that would arise from disturbing the line of decisions which had been followed and acted upon for twenty or twenty-five years, immediately enacted 52 & 53 Vict., cap. 46. "The effect of this statute is stated by Lord Halsbury in *The Castlegate*, L.R. Appeal Cases (1893), p. 46, "to be to create the lien which it had been supposed existed by virtue of the section which gave jurisdiction to the Court of Admiralty." (See 10 Admiralty Court Act, 1861.) Again, he says at page 47, "When the legislature altered the law laid down in this House in the case of *The Sara*, and restored the law which was supposed to exist before, it cannot for a moment be imagined that the legislature was ignorant of the construction which had been consistently put upon the words in the former Admiralty Court Act which was supposed to create a lien. I cannot conceive that if it had been intended to create a wider lien than had been held to exist under the previous words which was supposed to create it, the legislature would not have used different words to those upon which the construction had been put, so as to make that intention clear and unambiguous." This being the result of the statutory amendment, and our Act of 1893 being to all intents and purposes identical in language, we are compelled to examine some of the earlier cases which, by force of the Act of 1889 in England, are re-established as authorities, to ascertain what are and what are not proper disbursements and liabilities incurred on account of the ship by the master in respect of which the maritime lien will arise. It is also necessary to consider under what circumstances such disbursements, even if creating a maritime lien upon the ship, if expended or incurred in a foreign port, would create a similar lien if the expenditure was made and the liability incurred in a home port.

First, what are necessities for which disbursements may be made or liabilities incurred? Coals: *West Friesland*, Swab. 454, S.C., on appeal to P.C. 456; *The N. R. Gasfabrick*, Swab. 344. Cables, anchors, rigging, and matters of that description: *The Sophie*, 1 Wm. Robinson 368. Money advanced for procuring necessities: *The Onni*, Lush 154. Primary indispensable repairs, anchors, cables, sails, and provisions: *The Comtesse De Fregeville*, Lush 329. Insurance for freight, money advanced to pay pilotage, light, tonnage, and