any right of Salter & Twining to pledge his property, and therefore Cater & Co. did not get possession.

The vessel and cargo was, however, arrested by a Warrant of the High Court of Admiralty of Ireland for an alleged breach of Contract, in not delivering the cargo to the holder of the Bill of Lading. Mr. Fairbanks then petitioned the Court to order the appraisement and sale of both ship and cargo. This petition was opposed by Cater & Co., who claimed to be the sole owners. But the Court ordered the sale. When the proceeds were paid into Court Mr. Fairbanks, with a view to bring the case to a hearing, instituted this claim for wages. The Judgment of the Court is very important in relation to the rights of masters, and the liability of the ship to answer claims for wages, and is here given in full, having been carefully compared with the Stamped Official copy of the Judgment.

After this decree the cause for Breach of Contract was abandoned by Cater & Co., they thinking it best to settle; Mr. Fairbanks receiving the Policies of Insurance, upon which a considerable sum is payable in respect of damage sustained on the voyage; also the sum of one hundred and seventy-five pounds in cash. By consent this arrangement was made a Rule of Court at the Four Courts, Dublin, on May 15th, 1869.

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