

court, held it was a proper question to submit to the jury to determine whether the coppering of a vessel for an intended voyage to the Mediterranean, ordered by the master living at Liverpool, the owner living at Ipswich, was not necessary, and what a prudent owner, if present, would not have ordered, and, the jury having found both questions for the plaintiff, he refused to disturb the verdict, and held the owner bound by the master's contract. In *Arthur v. Barnett*, 6 M. & W. 138 (1840), Lord Abinger held that the question as to the owner's liability for money borrowed for necessities by the master of a coasting vessel from the plaintiff, who resided at Swansea, the owner residing at Port Madoc, in Merionethshire, was a question for the jury, and he laid down the principles as follows: "Under the general authority that a master of a ship has, he may make contracts and do all things necessary for the due prosecution of the voyage in which the ship was engaged, but this does not usually extend to cases where the owner himself can personally interfere in the home port, or in a port in which he has beforehand appointed an agent, who can personally interfere to do the thing required. Therefore, if the owner or his personal agent be at the port, or so near it as to be reasonably expected to interfere personally, the master cannot, unless specially authorized, or unless there be some usual custom of trade warranting it, pledge the owner's credit at all, but must leave it to him or his agent to do what is necessary. But if the vessel be in a foreign port where the owner has no agent, or if in an English port, but a distance from the owner's residence, and provisions or things require to be provided immediately, then the occasion authorizes the master to pledge the credit of the owner." In *Stonehouse v. Gent*, 2 Q.B. 431 (1851), the owner escaped liability, but largely on the ground that the plaintiff in that case set up in evidence what amounted to a special authority from the owner to the master, but the court found that the conditions of the special authorization had not been followed, and that there was full opportunity for communicating with the owner. In *Wallace v. Fielden*, 7 Moore's P.C. Cases 398, the owner was held not liable because he was in actual communication with the master by telegraph, though the ship was in a foreign port, and the master signed a bottomry bond for repairs, and for discharging and reloading cargo, without his express authority, which could have been asked for. *Gunn v. Roberts*, L.R. 9 C.P. 331 (1874), cites *Arthur v. Barton*, and affirms and approves of the judgment in that case as a correct and proper exposition of the law.

I have, therefore, come to the conclusion that, in the disbursements by the master for provisions, fuel, and certain other repairs, he only acted as an ordinary, prudent man would have acted had he been there dealing with the same difficulty. He procured his daily necessary supplies under various heads on credit, and, under all the circumstances of the case, and looking to the nature of the employment of the boat, I am of the opinion that the master must be held to have had implied authority from the owner to incur the liabilities in question.

I cannot find in favour of the plaintiff upon his alleged contract of hiring for the season, but, as it is admitted that he was hired by the month and discharged by the mortgagees in the *W. Idle*, he cannot be discharged