

the table, upon certain terms contained in the contract between him and them ; but it does not appear when they acquired this knowledge, or that they were willing or agreed, that their right to look to the vessel and owners should be destroyed by it. With regard to the rest of the crew, there is not, in my opinion, any competent evidence that they had any knowledge whatever of this contract between the owners and the captain.

It seems to me impossible to say, looking to the scrupulous suspicion with which contracts and stipulations with seamen are watched by the courts, for the purpose of affording them that protection which from their improvident habits they but too frequently require, that they should, upon such proof, be construed out of the most important security for their hard earned wages. *Abbott*, 722, note 11, and 745, note 11 ; *Nickerson vs. Schooner Monsoon*, 5 *Law Reporter*, 416.

My opinion then is, that the seamen in this case have a lien on the proceeds of the vessel, and are entitled to a preference over the other creditors.

This disposes of claims from No. 11 to 25, inclusive, and of No. 35, all of which are for seamen's wages.

Another class of creditors who have come in for payment out of this fund, are those who have furnished supplies for the vessel, but they claim only to be general creditors, the supplies having been furnished in the home port.

That for the necessary supplies for a vessel, furnished by order of the master, the owner is liable, seems to be settled, and when he seeks to escape such liability, he must make out, by satisfactory proofs, the facts upon which he claims the exemption. If he insists that he is not liable, he must show that the credit was given to others ; as, by similar proof, the master also may avoid a responsibility which generally rests upon him as well as upon the owner. *Abbott*, 168, 169 ; 3 *Kent's Com.*, 133, note b.

If the owner can make out, by evidence, that the credit was given to the master *alone*, for such supplies, if it appears there was a special promise taken from him and relied upon, the owner would not be liable ; and on the other hand, the master