

TORONTO ADMIRALTY DISTRICT.

1898

Jan. 22.

MATTIE CONNOR..... PLAINTIFF;

AGAINST

THE SHIP "FLORA".....DEFENDANT.

*Wages—Saleswoman—Seaman.*

*Held:*—The word "seaman" as used in the 2nd section of *The Merchant Shipping Act, 1854*, and *The Inland Waters Seamen's Act (R. S. C. c. 75)* includes a person in charge of a confectionery stand on board a vessel, and who was engaged by the owner of the boat to perform these services.

THIS was an action brought by the plaintiff to recover against the boat for services rendered her on board the vessel, as in charge of the confectionery stand. The evidence showed an engagement between her and the owner of the boat.

The claim was disputed at the trial on the ground that no lien existed for the claim.

The trial of the case (consolidated with others) took place at Windsor, on the 13th day of November, 1897.

*J. Hanna*, for plaintiff;

*W. K. Cameron*, for claimants intervening.

*McDougall*, L.J. now (22nd January, 1898) delivered judgment.

The plaintiff was engaged to look after the confectionery stand, and performed services for about six weeks. I think I must allow her something. This vessel was an excursion and passenger boat, and as such had to employ persons in various capacities to enable the ship to successfully carry on the line of business she had entered upon. The language of section 2 of

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 Judgment.  
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*The Merchant Shipping Act, 1854*, is very broad; for the purposes of the Act it is declared that "seaman" shall include every person (except masters, pilots and apprentices duly indentured and registered) employed or engaged in any capacity on board any ship. Our own *Inland Water Seamen's Act*, R. S. C. chap. 75, in the interpretation clause defines "seaman" as every person employed or engaged in any capacity on board any ship, except masters or pilots. There appears, therefore, to be no reason why this young woman should not rightfully claim a maritime lien for any wages due her. She was engaged by the owner of the boat to perform these services on board the boat, and to the extent of a just amount will be entitled to rank along with the other members of the crew.

I have considered the evidence as to the alleged contract for \$25 per month; it is not entirely satisfactory. I shall allow her, however, the sum of \$25 in all for her services and disbursements in returning to Detroit.

Costs will be reserved to be settled in the final decree.

*Judgment accordingly.*

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