

Williams Vs. Armroyd

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Court : US Supreme Court

Decided On : 1813

Appeal No. : 11 U.S. 423

Appellant : Williams

Respondent : Armroyd

Judgement :

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Williams v. Armroyd

11 U.S. (7 Cranch) 423

APPEAL FROM THE CIRCUIT COURT

FOR THE DISTRICT OF PENNSYLVANIA

SYLLABUS

A sentence of a foreign tribunal condemning neutral property under an edict unjust in itself, contrary to the law of nations, and in violation of neutral rights, and which has been so declared by the legislative and executive departments of the

government of the United States, changes the property of the thing condemned.

A sale by the authority of the captors before sentence of condemnation is affirmed by such sentence, and is good *ab initio*.

French tribunal at Guadaloupe had jurisdiction of property seized on the high seas for breach of the Milan decree, and carried into the Dutch part of the Island of St. Martin's, and there sold by order of the Dutch Governor of St. Martin's before condemnation, without any authority from the French tribunal at Guadaloupe.

The American owner cannot reclaim, in the courts of this country, his property which has been seized and condemned in a French court under the Milan decree.

It appears to be settled in this country that the sentence of a competent court proceeding *in rem* is conclusive with respect to the thing itself, and operates as an absolute change of the property. By such sentence, the right of the former owner is lost, and a complete title given to the person who claims under this decree. No court of coordinate jurisdiction can examine the sentence. The question therefore respecting its conformity to general or municipal law can never arise, for no coordinate tribunal is capable of making the inquiry. The decision in the case of *Hudson & Smith v. Guestier, ante*, is considered as establishing this principle.

That a sentence is avowedly made under a decree subversive of the law of nations, will not help the appellant's case in a court which cannot revise, correct, or even examine that sentence.

If an erroneous judgment binds the property on which it acts, it will not bind the property the less because its error is apparent. Of that error advantage can only be taken in a court which is capable of correcting it.

This was an appeal from the sentence of the Circuit Court for the District of Pennsylvania, which dismissed the libel with costs.

The libel stated that the schooner *Fortitude*, owned by Williams and others, citizens of the United States, having taken in a cargo of molasses at Martinico, sailed on 20 August, 1809, for New London. That on the next day she was piratically seized on the high seas by an armed schooner, showing no colors, but asserted to be from Guadaloupe, and carried into St. Martin's, where the captain's papers were taken from him and the vessel and cargo detained, as it was asserted, to wait the event of a trial. That on 9 September, the prize master left St. Martin's for Guadaloupe with a copy of the schooner's papers under pretense of causing proceedings to be instituted in the French court of admiralty in that island. That on 23 September, the master of the *Fortitude* went to St. Bartholomews, and on his return was informed that during his absence the governor had ordered the vessel and cargo to be sold at public sale; which was done and bought for the governor and one of his council, as the libellants believed. That immediately after the sale, the governor took possession of the vessel, and on 2 October, the cargo was landed, and 97 hogsheads of the molasses were shipped on board another vessel to Philadelphia, where they arrived, consigned to Armroyd and others, of whom the libellants demanded it, but they refused to deliver it, or to account for the value of it.

A claim was interposed by George Armroyd & Co. in behalf of Richardson & Carty, and others which stated, that on 21 August, 1809, and long before, war existed between Great Britain and France; that the *Fortitude*, being an American vessel at peace with the French empire, on her voyage from Martinico, a British colony, where she had been trading with the enemies of the French empire, during the war, in violation of the decrees and regulations of that empire, was seized by a French privateer, and carried to St. Martin's, as lawful prize to the captors, and her papers sent to a French tribunal, having competent jurisdiction, at Guadaloupe, under the sole and exclusive dominion and jurisdiction of the French empire; but the papers were captured on the passage to Guadaloupe. That the vessel and cargo, being so carried into St. Martin's, were there *bona fide* sold by order of the Dutch

governor at the island, to whom such right belonged, by the laws and Constitutions of the said island, and the goods in question, part of the cargo, were *bona fide* purchased by a certain I. L. Lapierre, and by him *bona fide* sold to a certain Abraham Concheyter, from whom they were afterwards *bona fide* purchased by Richards & Carty, for account of themselves and others.

By consent of parties, a sentence was passed *pro forma* in the district court for the libellants.

In the circuit court, upon the appeal, the claimants exhibited a further answer, stating that by a decree of the Registry of the Commission for prize causes of the Island of Guadaloupe, and its dependencies, duly constituted a court of prize by the Emperor of France, on 12 October, 1809, the schooner *Fortitude*, and her cargo, were condemned, by a sentence which is set forth at large in the answer; the substance of which sentence is included in the following extract, *viz.:*

"It results from the examination and from the analysis of the papers just mentioned, that the schooner *Fortitude*, captured by the French privateer, Le Fripon, is the property of a citizen of the United States of America; that she sailed from New London, bound to Martinico, at which place she sold her cargo, and took in another of molasses for the said port of New London, and consequently she has incurred the penalty, pronounced by the 3d article of the imperial decree, which directs new measures against the maritime system of England, and was given at the Royal Palace of Milan on 17 September, 1807, inserted in the bulletin of the laws, No. 169, which article is as follows: "

"Every vessel whatever, and whatever be her cargo, which shall have cleared from any English port, colony, or country occupied by English troops or which shall be bound to any English port, colony, or country occupied by English troops, shall be good prize, as having infringed the present decree. Such vessels shall be captured by our men of war and awarded to the captors. "

"And after having heard the opinion of the inspector of marine, we have declared and do declare the American schooner *Fortitude* to have been well and duly captured by the French privateer, Le Fripon, and to be forfeited to the owners and crew of the said privateer; consequently the said schooner *Fortitude*, together with her cargo, is awarded to the captors to be sold in the customary form, if the sale has not already taken place, and the proceeds shall be distributed conformably to the ordinance concerning captures. . . ."

On 19 April, 1811, the circuit court reversed the sentence of the district court, with costs, from which sentence of reversal the libellants appealed to this Court.

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MR. CHIEF JUSTICE MARSHALL delivered the opinion of the Court as follows:

A vessel with a cargo belonging in part to the appellants, was captured on the high seas on 20 August, 1809, by a French privateer, and carried to St. Martins, where the vessel and cargo were sold by order of the governor at public auction, and part of the cargo purchased and sent to the appellees in Philadelphia. After the sale, the vessel and cargo were condemned by the court of prize sitting at Guadaloupe, professedly for a violation of the Milan decree in trading to a dependence of England. On the arrival of the goods, they were claimed by the original owner, who filed a libel for them. In the district court they were adjudged to him. The circuit court reversed that sentence, and from the judgment of the circuit court there is an appeal to this Court.

It appears to be settled in this country that the sentence of a competent court, proceeding *in rem*, is conclusive with respect to the thing itself, and operates as an absolute change of the property. By such sentence, the right of the former owner is lost and a complete title given to the person who claims under the decree. No court of coordinate jurisdiction can examine the sentence. The question, therefore, respecting its conformity to general or municipal law can never arise, for no coordinate tribunal is capable of making the inquiry. The decision, in the case of *Hudson & Smith, v. Guestier*, reported in 6th Cranch, is considered

as fully establishing this principle.

It is contended that the sentence in this case has not changed the property, because:

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1st. The sale was made under the direction of the Governor of St. Martins, before the sentence of condemnation was pronounced.

2d. The sentence proves its own illegality, because it purports to be made under a decree which the government of the United States has declared to be subversive of neutral rights and national law.

1st. In support of the first objection, it has been urged, that the jurisdiction of the court depends on the possession of the thing; that a sentence is a formal decision, by which a forcible possession is converted into a civil right, and that the possession being gone, there remains nothing on which the sentence can operate.

However just this reasoning may be when applied to a case, in which the possession of the captor has been divested by an adversary force; as in the cases of recapture, rescue, or escape; its correctness is not admitted when applied to this case. The possession is not an adversary possession, but the possession of a person claiming under the captor. The sale was made on the application of the captor, and the possession of the vendee is a continuance of his possession.

The capture is made by and for the government, and the condemnation relates back to the capture, and affirms its legality.

2d. That the sentence is avowedly made under a decree subversive of the law of nations, will not help the appellant's case, in a court which cannot revise, correct, or even examine that sentence. If an erroneous judgment binds the property on which it acts, it will not bind that property the less because its error is apparent. Of that error advantage can be taken only in a court which is capable of correcting it.

It is true that in this case there is the less difficulty in saying that the edict under which this sentence was pronounced is a direct and flagrant violation of national law, because the declaration has already been made by the legislature of the Union. But what consequences attend this legislative declaration? Unquestionably the

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legislature which was competent to make it, was also competent to limit its operation, or to give it effect by the employment of such means as its own wisdom should suggest. Had one of these been that all sentences pronounced under it should be considered as void, and incapable of changing the property they professed to condemn, this Court could not have hesitated to recognize the title of the original owner in this case. But the legislature has not chosen to declare sentences of condemnation, pronounced under this unjustifiable decree, absolutely void. It has not interfered with them. They retain, therefore, the obligation common to all sentences, whether erroneous or otherwise, and bind the property which is their object; whatever opinion other co-ordinate tribunals may entertain of their own propriety, or of the laws under which they were rendered.

The sentence is affirmed with costs.