

Roach Vs. Chapman

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Court : US Supreme Court

Decided On : 1859

Appeal No. : 63 U.S. 129

Appellant : Roach

Respondent : Chapman

Judgement :

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Roach v. Chapman

63 U.S. (22 How.) 129

APPEAL FROM THE CIRCUIT COURT OF THE UNITED

STATES FOR THE EASTERN DISTRICT OF LOUISIANA

SYLLABUS

Where a steamboat was built at Louisville, in Kentucky, and the persons who furnished the boilers and engines libeled the vessel in admiralty in the District Court of the United States for the Eastern District of Louisiana, that court had no

jurisdiction of the case.

A contract for building a ship, or supplying engines, timber &c.;, is not a maritime contract. This Court so decided in [61 U. S. 20](#) How. 400, and now reaffirms that decision.

The state law of Kentucky, which creates a lien in such a case, cannot confer jurisdiction on the courts of the United States, and the preceding decisions of this Court do not justify an inference to the contrary.

The steamer *Capitol* was libeled in the District Court of the United States for the Eastern District of Louisiana by Roach & Long, residing at Louisville, in Kentucky. The libel was filed under the general admiralty law and the law of the State of Kentucky for \$2,347.48, part of the price of the engine and boilers of the steamer *Capitol*, furnished at Louisville. The district court sustained the claim, but the circuit

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court reversed the decree and dismissed the libel for want of jurisdiction. The libellants appealed to this Court.

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MR. JUSTICE GRIER delivered the opinion of the Court.

The libellants claim to have a lien on the steamboat *Capitol*, for a balance due them for machinery furnished in her construction. The boat was built at Louisville, Kentucky, and the libellants furnished the boilers and engines. Payments were made as the work progressed, and bills of exchange taken for the balance due after the vessel was completed. These were not paid. The boat left the port and the state,

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and was afterwards sold, and became the property of the claimants.

Among other things, the claimants pleaded to the jurisdiction of the court. This plea was sustained by the circuit court.

A contract for building a ship or supplying engines, timber, or other materials for her construction, is clearly not a maritime contract.

Any former *dicta* or decisions which seemed to favor a contrary doctrine were overruled by this Court in the case of [People's Ferry Co. v. Beers](#), 20 How. 400

It is said here that the law of Kentucky creates a lien in favor of the libellants, and that, as this case originated before the adoption of our rule, which took effect on the first of May, 1859, it may, upon the principles recognized by this Court in [Peyroux v. How.](#), 7 Pet. 343, be enforced in the admiralty. But to quote the language of the court in [Orleans v. Phoebus](#), 11 How. 184

"that decision does not authorize any such conclusion. In that case, the repairs of the vessel, for which the state laws created a lien, were made at New Orleans, on tidewaters. The contract was treated as a maritime contract, and the lien under the state laws was enforced in admiralty, upon the ground that the court, under such circumstances, had jurisdiction of the contract as maritime, and then the lien, being attached to it, might be enforced according to the mode of administering remedies in the admiralty. The local laws can never confer jurisdiction on the courts of the United States."

It is clear, therefore, that the judgment of the circuit court dismissing the libel for want of jurisdiction must be affirmed without noticing other questions raised by the pleadings.