

Union Fish Co. Vs. Erickson

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Court : US Supreme Court

Decided On : Jan-07-1919

Appeal No. : 248 U.S. 308

Appellant : Union Fish Co.

Respondent : Erickson

Judgement :

Union Fish Co. v. Erickson - 248 U.S. 308 (1919)

U.S. Supreme Court Union Fish Co. v. Erickson, 248 U.S. 308 (1919)

Union Fish Co. v. Erickson

No. 76

Submitted November 22, 1918

Decided January 7, 1919

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CERTIORARI TO THE CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT

SYLLABUS

By a contract made orally in California, respondent was engaged to go to Alaska and there for one year to serve as master of petitioner's vessel, mainly upon the sea. The respondent libeled the vessel in the district court in California for breach of the contract. *Held* that the contract was maritime, and that the California statute of frauds requiring a writing for agreements not to be performed within a year was therefore inapplicable in defense. P. [248 U. S. 312](#) .

235 F. 385 affirmed.

The case is stated in the opinion.

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MR. JUSTICE DAY delivered the opinion of the Court.

Erickson filed a libel in admiralty in the district court of the United States for the Northern District of California alleging that, by an oral contract with the petitioner, owner of the vessel *Martha*, he engaged to proceed to Pirate Cove, Alaska, and after arrival there to serve for a year as master of the vessel and perform certain duties in connection therewith for an agreed compensation. The libel averred that he proceeded to Pirate Cove, and performed his duties under the contract until he was wrongfully discharged by the respondent. Libelant sought to

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recover damages for breach of contract. An answer was filed denying the alleged contract and averring that libelant was discharged because of his wrongful conduct.

A decree was rendered in favor of libelant in the district court; upon appeal, that decree was affirmed by the circuit court of appeals. 235 F. 385.

The question presented and argued here concerns the application of the California statute of frauds, which it is alleged rendered the contract void because not to be performed within one year from the making thereof. The Civil Code of California provides, Section 1624:

"The following contracts are invalid unless the same, or some note or memorandum thereof, is in writing and subscribed by the party to be charged, or by his agent:"

"1. An agreement that, by its terms, is not to be performed within a year from the making thereof."

The contract of the master was of a maritime character. This does not seem to be controverted by the petitioner. See *The Boston*, Fed.Cas. No. 1669; *The William H. Hoag*, [168 U. S. 443](#) . We have, then, a maritime contract for services to be performed principally upon the sea, and the question is can such engagement be nullified by the local laws of a state, where the contract happens to be entered into, so as to prevent its enforcement in an admiralty court of the United States?

The Constitution (Article III, 2) extends the judicial power of the United States to all cases of admiralty and maritime jurisdiction. Admiralty jurisdiction under the federal Constitution "embraces," says Mr. Justice Story in his treatise on the Constitution,

"two great classes of cases, one dependent upon locality and the other upon the nature of the contract. In the latter class are embraced maritime contracts and services, rights and duties appertaining to commerce and navigation."

Story on the Constitution, 4th ed., 1666.

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This Court has had occasion to consider the nature and extent of admiralty jurisdiction as it was intended to be conferred by the Constitution. In [The Lottawanna](#), 21 Wall. 558, the subject was much considered, and Mr. Justice

Bradley, speaking for the Court, said:

"One thing, however, is unquestionable: the Constitution must have referred to a system of law coextensive with, and operating uniformly in, the whole country. It certainly could not have been the intention to place the rules and limits of maritime law under the disposal and regulation of the several states."

This principle was reiterated in *Workman v. New York City*, [179 U. S. 552](#) , [179 U. S. 560](#) . In that case, it was declared that neither local law nor decisions could deprive of redress where a cause of action, maritime in its nature, was prosecuted in a court of admiralty of the United States.

In the recent case of *Southern Pacific Co. v. Jensen*, [244 U. S. 205](#) , [244 U. S. 216](#) , the subject was again considered and the cases in this Court reviewed, and state legislation was declared invalid

"if it . . . works material prejudice to the characteristic features of the general maritime law or interferes with the proper harmony and uniformity of that law in its international and interstate relations."

In entering into this contract, the parties contemplated no services in California. They were making an engagement for the services of the master of the vessel, the duties to be performed in the waters of Alaska, mainly upon the sea. The maritime law controlled in this respect, and was not subject to limitation because the particular engagement happened to be made in California. The parties must be presumed to have had in contemplation the system of maritime law under which it was made. *Watts v. Camors*, [115 U. S. 353](#) , [115 U. S. 362](#) .

In different countries, the appointment of masters of

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vessels has been the subject of maritime law which has directed the conduct of "those who pursue commerce and put to sea." Their duties and qualifications have been the subject of regulation by the recognized principles of admiralty law. Benedict's Admiralty, 4th ed., 146. They are regulated by statutes enacted under

federal authority. See U.S.Comp.Stats. of 1916, vol. 12, Index, "Masters of Vessels."

If one state may declare such contracts void for one reason, another may do likewise for another. Thus, the local law of a state may deprive one of relief in a case brought in a court of admiralty of the United States upon a maritime contract, and the uniformity of rules governing such contracts may be destroyed by perhaps conflicting rules of the states.

We think the circuit court of appeals correctly held that this contract was maritime in its nature, and an action in admiralty thereon for its breach could not be defeated by the statute of California relied upon by the petitioner.

Affirmed.

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