

Grant Smith-porter Ship Co. Vs. Rohde

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SooperKanoon Citation : sooperkanoon.com/93763

Court : US Supreme Court

Decided On : Jan-03-1922

Appeal No. : 257 U.S. 469

Appellant : Grant Smith-porter Ship Co.

Respondent : Rohde

Judgement :

Grant Smith-Porter Ship Co. v. Rohde - 257 U.S. 469 (1922)

U.S. Supreme Court Grant Smith-Porter Ship Co. v. Rohde, 257 U.S. 469 (1922)

Grant Smith-Porter Ship Co. v. Rohde

No. 35

Argued December 7, 1920

Decided January 3, 1922

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CERTIFICATE FROM THE CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT

SYLLABUS

A workman employed generally as a carpenter by a builder of seagoing vessels was injured through the employer's negligence while engaged in construction work on a ship nearly completed and

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launched and lying in navigable waters of the United States in Oregon. Both parties had accepted the Oregon Workmen's Compensation Law, which, in the absence of its rejection by either employer or employee, requires the employer to make payments, including deductions from the employee's wages, to a compensation fund, specifies the sums which the employee may receive therefrom in case of injury, and declares they shall be in lieu of all claims against his employer on account of the injury.

HELD

(1) The general doctrine is that, in contract matters, admiralty jurisdiction depends upon the nature of the transaction, and, in tort matters, upon the locality. P. [257 U. S. 476](#) .

(2) The general admiralty jurisdiction extends to a proceeding to recover damages resulting from a tort committed on a vessel in process of construction when lying on navigable waters within a state. P. [257 U. S. 477](#) .

(3) But, in this case, since the contract for the construction of the vessel was nonmaritime, and since neither the employment of the workman nor his activities at the time of injury had any direct relation to commerce or navigation, the application of the Oregon Compensation Law, with reference to which employer and employee had contracted, could not materially affect any of the rules of the sea whose uniformity is essential, and was therefore permissible. P. [257 U. S. 477](#) . *Union Fish Co. v. Erickson*, [248 U. S. 308](#) ; *Southern Pacific Co. v. Jensen*, [244 U. S. 205](#) , and other cases distinguished.

(4) In view of its exclusive features, the Oregon Act abrogated the right of the employee to recover damages in an admiralty court, which otherwise would exist. P. [257 U. S. 478](#) .

This was a proceeding in admiralty to recover damages for personal injuries resulting to an employee. The questions are determined on a certificate from the court below stating the facts.

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MR. JUSTICE Mc REYNOLDS delivered the opinion of the Court.

Asking for instruction, the court below has sent up the following certificate and questions. Judicial Code 239.

"This cause came to the Circuit Court of Appeals for the Ninth Circuit upon an appeal from the United States district court of Oregon from a judgment in favor of the appellee as libelant in that court, and against the appellant as libelee in that court, for the sum of \$10,000. The cause was a libel in admiralty for damages for injury sustained."

"Libelant, Herman F. Rohde, received injury while at work on a partially completed vessel lying at a dock in the Willamette River forming a part of the shipbuilding plant of respondent, Grant Smith-Porter Ship Company. The character of the work being done by libelant and the

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operations of respondent of which the work formed a part are as follows: respondent, Grant Smith-Porter Ship Company, at and prior to the time of libelant's injury, was engaged in constructing steam vessels for the United States government under contract with United States Shipping Board Emergency Fleet Corporation. One of these steam vessels was the steamer 'Ahala.' Prior to the time of libelant's injury, this steamer had been launched in the Willamette River at Portland, Oregon, which river is a part of the navigable waters of the United

States. At the time of libelant's injury, April 10, 1919, the vessel had been substantially completed, but was not ready for delivery, and all of the work in process at the time of libelant's injury was work pertaining to the construction of the vessel by respondent, Grant Smith-Porter Ship Company. Libelant's work was that of a carpenter or joiner, and, at the time of the injury, he was at work constructing a bulkhead enclosing certain tanks in the vessel."

"Libelant began this proceeding *in personam* against respondent in the District Court of the United States for the District of Oregon sitting in admiralty. Negligence of the employer, respondent Grant Smith-Porter Ship Company, in the construction and maintenance of a scaffold is alleged as the ground for recovering of damages."

"At and prior to the time of libelant's injury, there was in effect the so-called 'Workmen's Compensation Law' of the Oregon (Chapter 112, Laws of Oregon, 1913, as amended, Chapter 271, Laws of 1915, and Chapter 288, Laws of 1917). The law applied to hazardous occupations (including shipbuilding) within the State of Oregon. An option is given both to employers and workmen to accept the compensation law or to reject it -- that is, both employers and workmen are required to notify the proper state authority if it is desired not to come under the act. Without such notice, the law is applicable, and payments are required to be made by the employer, which

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payments include deductions from the wages of workmen. Workmen who thus come under the act are entitled to receive certain specified payments in the event of injury, and the act provides (Section 12):"

"And the right to receive such sum or sums shall be in lieu of all claims against his employer on account of such injury or death, except as hereinafter specifically provided."

"At and prior to the time of libelant's injury, respondent was engaged in shipbuilding operations on the Willamette River at Portland within the State of

Oregon, and libelant was in its employ as a carpenter or joiner in such shipbuilding operations. Prior to the time of the injury, neither respondent, the employer, nor libelant, the workman, had notified the appropriate state authority of any rejection of the provisions of the Workmen's Compensation Act, and up to the time of the injury, respondent, the employer, had taken all the steps required by the compensation act to bring the work under its provisions, and there had been deducted and paid over to the commission administering the compensation fund payments from wages earned and paid libelant, the workman, up to the time of the injury. Payroll deductions from the wages of libelant and other workmen were made without regard to whether or not the work done by such workman was on vessels under construction on the ways or vessels under construction after launching."

"Questions of law concerning which the Circuit Court of Appeals of the Ninth Circuit desires the instruction of the Supreme Court are: (1) is there jurisdiction in admiralty because the alleged tort occurred on navigable waters? (2) is libelant entitled because of his injury to proceed in admiralty against respondent for the damages suffered?"

The contract for constructing "The Ahala" was nonmaritime, and, although the uncompleted structure upon which the accident occurred was lying in navigable waters,

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neither Rohde's general employment nor his activities at the time had any direct relation to navigation or commerce. *Thames Towboat Co. v. Schooner Francis McDonald*, [254 U. S. 242](#) . The injury was suffered within a state whose positive enactment prescribed an exclusive remedy therefor. And as both parties had accepted and proceeded under the statute by making payments to the Industrial Accident Fund, it cannot properly be said that they consciously contracted with each other in contemplation of the general system of maritime law. *Union Fish Co. v. Erickson*, [248 U. S. 308](#) . Under such circumstances, regulation of the rights, obligations, and consequent liabilities of the parties, as between themselves, by a

local rule would not necessarily work material prejudice to any characteristic feature of the general maritime law or interfere with the proper harmony or uniformity of that law in its international or interstate relations. *Southern Pacific Co. v. Jensen*, [244 U. S. 205](#) ; *Western Fuel Co. v. Garcia*, ante, [257 U. S. 233](#)

The general doctrine that, in contract matters, admiralty jurisdiction depends upon the nature of the transaction, and, in tort matters, upon the locality has been so frequently asserted by this Court that it must now be treated as settled. *Waring v. Clarke*, 5 How. 441, [46 U. S. 459](#) ; *Philadelphia, Wilmington & Baltimore R. Co. v. Philadelphia Towboat Co.*, 23 How. 209, [64 U. S. 215](#) ; *The Propeller Commerce*, 1 Black 574, [66 U. S. 579](#) ; *The Plymouth*, 3 Wall. 20, [70 U. S. 33](#) ; *Leathers v. Blessing*, [105 U. S. 626](#) , [105 U. S. 630](#) ; *Martin v. West*, [222 U. S. 191](#) , [222 U. S. 197](#) . See *Atlantic Transportation Co. v. Imbrovek*, [234 U. S. 52](#) , [234 U. S. 59](#) , and Hughes on Admiralty, 2d ed., p. 195.

The Workmen's Compensation Law of Oregon declares that, when a workman subject to its terms is accidentally injured in the course of his employment, he

"shall be entitled to receive from the Industrial Accident Fund

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hereby created the sum or sums hereinafter specified and the right to receive such sum or sums shall be in lieu of all claims against his employer on account of such injury or death. . . ."

In *Western Fuel Co. v. Garcia*, we recently pointed out that, as to certain local matters regulation of which would work no material prejudice to the general maritime law, the rules of the latter might be modified or supplemented by state statutes. The present case is controlled by that principle. The statute of the state applies, and defines the rights and liabilities of the parties. The employee may assert his claim against the Industrial Accident Fund, to which both he and the employer have contributed as provided by the statute, but he cannot recover damages in an admiralty court.

This conclusion accords with *Southern Pacific Co. v. Jensen*, [244 U. S. 205](#) ; *Chelentis v. Luckenback Steamship Co.*, [247 U. S. 372](#) ; *Union Fish Co. v. Erickson*, [248 U. S. 308](#) , and *Knickerbocker Ice Co. v. Stewart*, [253 U. S. 149](#) . In each of them, the employment or contract was maritime in nature and the rights and liabilities of the parties were prescribed by general rules of maritime law essential to its proper harmony and uniformity. Here, the parties contracted with reference to the state statute; their rights and liabilities had no direct relation to navigation, and the application of the local law cannot materially affect any rules of the sea whose uniformity is essential.

As pointed out in *The Ira M. Hedges*, [218 U. S. 264](#) , [218 U. S. 270](#) , "There sometimes is difficulty in distinguishing between matters going to the jurisdiction and those determining merits." The certified questions are not wholly free from uncertainty of that nature, and we therefore state our view of their real intendment.

Construing the first question as meaning to inquire whether the general admiralty jurisdiction extends to a

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proceeding to recover damages resulting from a tort committed on a vessel in process of construction when lying on navigable waters within a state, we answer, yes.

Assuming that the second question presents the inquiry whether, in the circumstances stated, the exclusive features of the Oregon Workmen's Compensation Act would apply and abrogate the right to recover damages in an admiralty court which otherwise would exist, we also answer, yes.

MR. JUSTICE CLARKE concurs in the result.

THE CHIEF JUSTICE took no part in the decision of this cause.