

Case No. 4,968.
[5 Ben. 83.]¹

FOSTER V. ELLIS ET AL

District Court, E. D. New York.

March, 1871.

CONTRACT FOR BUILDING A SHIP.

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

{This was a libel in admiralty by Charles H. Foster against Jacob H. Ellis and others.}

BENEDICT, District Judge. The decisions of the supreme court, in the cases of *People's Ferry Co. v. Beers*, 20 How. [61 U. S.] 400, and *Roach v. Chapman*, 22 How. [63 U. S.] 129, which hold that a contract for building a ship, or supplying materials for her construction, is not a maritime contract, furnish the law of this case. These decisions are binding authorities, which must be accorded their full and legitimate effect by the courts below, and they make it my duty to dismiss the present libel, with costs.

¹ [Reported by Robert D. Benedict, Esq., and here reprinted by permission.]