

Case No. 9,790.

MORDECAI ET AL. V. THE MARY EDDY.

District Court, D. South Carolina.

MARITIME LIEN—DEFINITION—DISTINGUISHED
FROM EQUITABLE LIEN.

[MAGRATH, District Judge, cites from *The Young Mechanic*, Case No. 18,180, the remark by Judge Curtis wherein he distinguished a maritime from an equitable lien, and adopted the definition by Pothier of an hypothecation, as an accurate description of a maritime lien under our law,—“the right which a creditor has in a thing of another, which right consists in the power to cause that thing to be sold in order to have the debt paid out of the price,”—and adds that a maritime lien, in general, gives no right to the creditor to take possession; that is executed by the suit in rem.]

[Nowhere reported: opinion not now accessible. The above statement of the point determined was taken from Cohen's *Adm. Law* 202.]

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