

Case No. 12,293.**SANDERS V. THE ELLEN HARDY.**

{1 Leg. Gay. 22; 1 Chi. Leg. News, 285.}

District Court, D. Minnesota.

1869.

**MARITIME LIEN—LOSS OR DAMAGE TO
GOODS—AFFREIGHTMENT.**

{This was a libel by J. H. Sanders against the steamboat Ellen Hardy.}

NELSON, District Judge. 1. If a person is engaged in transporting merchandise on vessels navigating our inland waters, the service is maritime, and the admiralty court will enforce the contract. If the conveyance is by land, the service is not maritime, and the remedy is at common law.

2. The contract in this case was for maritime service, and the failure to comply with any part of it gave the libellant his remedy in admiralty. The maritime law gives a lien upon the vessel for the safe conveyance and delivery of the goods according to the contract, and the freighter a lien upon the goods to secure the payment of the freight; and the fact that a charter party existed, of which the shipper had no knowledge, cannot change the liability or relieve the boat from the lien which the contract establishes.

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