

THE TROY.

{4 Blatchf. 355.}¹

Circuit Court, S. D. New York. Sept. 20, 1859.

ADMIRALTY—JURISDICTION—SERVICE OF VESSEL
WHOLLY WITHIN STATE.

The district court has no jurisdiction to enforce, in a suit in rem, in admiralty, a claim for materials and labor, for the repair of a steamboat engaged in running upon waters wholly within the limits of the state of New York.

{Appeal from the district court of the United States for the Southern district of New York.}

This was a libel in rem, filed in the district court, against the steamboat Troy, to recover for materials supplied to and work done upon that vessel, in July, 1857. The Troy was engaged in running upon the Hudson river, between the port of Troy and the port of New York, touching at intermediate places, exclusively within the state of New York.

Richard H. Huntley, for libelants.

Welcome R. Beebe, for claimants.

NELSON, Circuit Justice. The question involved in this case is, whether the court below had jurisdiction of the libel. In the case of *Allen v. Newberry*, 21 How. [62 U. S.] 244, the supreme court held, that the district court for Wisconsin had no jurisdiction over a contract of affreightment of goods between the port of Two Rivers and the port of Milwaukee, both being within the same state, because the contract related to the purely internal commerce of the state, which was not within the cognizance of the admiralty. And, again, at the same term, in the case of *Maguire v. Card*, Id. 248, it was held, that the district court for California had no jurisdiction over a contract for supplies furnished to the Goliah, a steamboat engaged in the business of navigation and trade on the

Sacramento river, between ports exclusively within 221 the state of California. The court regarded that case as governed by the principle decided in *Allen v. Newberry*. The case of *Maguire v. Card* comes fully up to the one in hand. The principle is, that a contract arising out of the trade and navigation of a vessel engaged in the purely internal commerce of a state, is governed by state laws, and belongs exclusively to state cognizance. In the case of *The Goliah*, the supplies furnished were coal. In the present case, they are materials and labor for the repair of the vessel.

I make no question under the local law giving a lien in the case, for the suit was commenced before the rule was made refusing any longer to recognize and enforce such a lien in the admiralty. That rule did not take effect till May 1, 1859. All suits commenced previous to that time were saved.

I must, therefore, for the reason given, reverse the decree of the court below, for want of jurisdiction in that court, and dismiss the libel.

¹ [Reported by Hon. Samuel Blatchford. District Judge, and here reprinted by permission.]

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