

Case No. 17,692.  
[8 Ben. 537.]<sup>1</sup>

THE WILLIAM FLETCHER.

District Court, S. D. New York.

Nov., 1876.

MARITIME LIEN—BREACH OF CHARTER PARTY.

A steamboat was hired, to be at a certain place on a certain day, and to be used for one day for a specific trip, for a price agreed on, part of which was paid in advance. She was not at the place as agreed and the charterer did not have the use of her. He filed a libel against her to recover damages. *Held*, that the breach of the contract created no lien on the vessel enforceable in the admiralty.

[Cited in *Marshall v. Pierrez*, Case No. 9,130; *The Monte A.*, 12 Fed. 332; *The J. F. Warner*, 22 Fed. 345; *The Guiding Star*, 53 Fed. 943.]

S. G. Courtney, for libellant.

Beebe, Wilcox & Hobbs, for claimants.

BLATCHFORD, District Judge. The libel in this case sets forth that the libellant, on the 2nd of September, 1875, chartered the steamboat *William Fletcher* of the agent of her owners, for use on the 5th day of that month; that such owners failed to furnish said steamboat at the time agreed upon; and that the libellant has sustained damages to the amount of \$500. The libel prays for process against the vessel and that she may be condemned and sold to pay such damages. The answer sets up that the facts alleged in the libel created no lien on the vessel, enforceable in admiralty, and alleges that, therefore, this court has no jurisdiction of the subject matter of this action. The evidence shows a hiring of the vessel by the libellant, she to be at a certain place on a certain day and to be used by the libellant for one day, for a specific trip, for a price agreed upon. She was not at the appointed place, as agreed, and the libellant did not use her. Part of the agreed price had been paid by the libellant in advance.

The libel must be dismissed, with costs, on the ground that the breach of the contract to furnish the vessel for the use of the libellant created no lien on the vessel enforceable in admiralty. This is well settled by several decisions. *The Freeman v. Buckingham*, 18 How. [59 U. S.] 182; *Vanderwater v. Mills*, 19 How. [60 U. S.] 82; *The Hermitage* [Case No. 6,410]; *The General Sheridan* [Id. 5,319]; *The Pauline* [Id. 10,848].

<sup>1</sup> [Reported by Robert D. Benedict, Esq., and Benj. Lincoln Benedict, Esq., and here reprinted by permission.]