

THE PRINCE LEOPOLD.*

Circuit Court, E. D. Louisiana.

1881.

1. TOWAGE SERVICES—LIENS.

Towage service must be rendered to carry a lien; an unexecuted contract to perform towage service is not enough.

In Admiralty.

I. R. Beckwith, for libellant.

Emmet D. Craig, for claimants.

PARDEE, C. J. An unexecuted contract of affreightment gives no maritime lien. 18 How. 188; 19 How. 90. An unexecuted contract for furnishing supplies carries no lien. *The Cabarga*, 3 Blatchf. 75. An unexecuted contract for wages, where the voyage was never begun and no services rendered, furnishes no lien. 1 W. Rob. 89, cited in 19 How. 90. Admiralty and maritime liens are not given by implication. 19 How. 89. No reason is given why an unexecuted contract to furnish towage to a vessel should stand on any better footing than though the contract related to freight, wages, or materials. It is claimed that towage is a part of the voyage, (22 How. 244;) but that must be understood as towage actually furnished. The owners may have contracts with a dozen different tow-boats that each shall tow the ship, but it is only the ones actually towing the vessel that help begin or complete the voyage.

Let there be a decree maintaining the exception filed, and dismissing the libel, with costs.

* Reported by Joseph P. Horner, Esq., of the New Orleans bar.