

THE AMERICAN EAGLE.

District Court, N. D. Illinois.

March 3, 1884.

MARITIME LIEN—ASSIGNMENT OF DEBT.

A maritime lien passes to an assignee of the debt.

In Admiralty.

W. G. Beale, for libelant.*Schuyler & Kremer*, for respondent.

BLODGETT, J. This case comes before me at this time upon exceptions to the libel. The libel is filed by the assignee of the materialman who furnished the materials for repairing the tug, and who has assigned his claim to the libelant, who now seeks to enforce the lien of the material-man upon the tug. The exception to the libel is taken on the ground that the lien of the material-man does not accompany the claim into the hands of an assignee. It is conceded, for the purposes of this case, that the person who originally furnished the material had a statutory lien which he could have enforced in admiralty; but it is insisted that the transfer of the debt waived the lien, or, at least, that it does not inure to the benefit of the assignee to whom the debt is transferred. There is no doubt some seeming authority in support of the libelant's exception, but I think the more reliable and better considered cases are in favor of supporting the lien in behalf of the assignee, or giving him all the security which the original creditor had. In the case of *The Sarah J. Weed*, 2 Low. 555, this question is exhaustively discussed, and the authorities considered and analyzed by Judge Lowell, who comes to the conclusion that all the rights of the original creditor come to the assignee; that the lien is a part of the indebtedness and goes with it into the hands of whoever the Original creditor shall assign it to. After discussing the authorities, the judge says:

“The convincing reason is that given by Judge Ware in the case cited, that the debtor cannot be injured by an assignment, while the creditor will lose part of the benefit of his security if he cannot assign it.”

The conclusion of this learned judge seems to me so satisfactory upon the question that I am content to accept his reasons without adding any of my own.

The exceptions to the libel are overruled; and the report of the commissioner confirmed.

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