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been taken by the process of the other. The marshal or the sheriff, as the case may be, acquires by a levy a special property in the goods, and may maintain an action for them. But if the same goods may be taken in execution at the same time, by the marshal and the sheriff, does this special property vest in the one or the other, or both of them? No such case can exist; property once levied on remains in the custody of the law, and it is not liable to be taken by another execution in the hands of a different officer, and especially an officer acting under a different jurisdiction."

The instruction of the district court is erroneous, and its judgment is therefore reversed and cause remanded.

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* Order.

This cause came on to be heard on the transcript of the record from the circuit court of the United States for the southern district of Alabama, and was argued by counsel. On consideration whereof, it is now here ordered and adjudged by this court that the judgment of the district court of the United States for the middle district of Alabama in this cause be and the same is hereby reversed with costs, and that this cause be and the same is hereby remanded to the said district court of the United States for the middle district of Alabama, with directions to award a *venire facias de novo*.

CHARLES MINTURN, APPELLANT, v. LAFAYETTE MAYNARD, GILBERT A. GRANT, THOMAS G. WELLS, LUCIEN SKINNER, FREDERICK BILLINGS, CHARLES J. BRENHAM, ISAAC T. MOTT, J. DE LA MONTAGNE, E. M. NEAL, AND THOMAS L. CHAPMAN.

Where a libel was filed *in personam*, against the owners of a steamboat in California, by their general agent or broker, for the balance of an account for money paid, laid out, and expended, in paying for supplies, repairs, and advertising of the steamboat, together with commissions on the disbursements, the libel was properly dismissed, for want of jurisdiction. There was nothing in the case to bring it within the class of maritime contracts; nor does the local law of California, which authorizes an attachment of vessels for supplies or repairs, extend to the balance of accounts between agent and principal, who have never dealt on the credit, pledge, or security of the vessel.¹

THIS was an appeal from the district court of the United States for the northern district of California.

¹ DISTINGUISHED. *The Kalorama*, 10 Wall., 217.

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The case is sufficiently stated in the opinion of the court.

It was argued by *Mr. Brent* and *Mr. May*, for the appellant, and by *Mr. Cutting*, for the appellees.

Mr. Justice GRIER delivered the opinion of the court.

The respondents were sued in admiralty, by process *in personam*. The libel charges that they are owners of the steamboat *Gold Hunter*; that they had appointed the libellant their general agent or broker; and exhibits a bill, showing a balance of accounts due libellant for money paid, laid out, and expended for the use of respondents, in paying for supplies, repairs, and advertising of the steamboat, and numerous other charges, together with commissions on the disbursements, &c.

The court below very properly dismissed the libel, for want of jurisdiction. There is nothing in the nature of a maritime contract in the case. The libel shows nothing but a demand for a balance of accounts between agent and principal, for which an action of *assumpsit*, in a common law court, is the proper remedy. That the money advanced and paid for respondents was, in whole or in part, to pay bills due by a steamboat for repairs or supplies, will not make the transaction maritime, or give the libellant a remedy in admiralty. Nor does the local law of California, which authorizes an attachment of vessels for supplies or repairs, extend to the balance of accounts between agent and principal, who have never dealt on the credit, pledge, or security of the vessel.

The case is too plain for argument.

The judgment of the court of admiralty, dismissing the libel for want of jurisdiction, is affirmed with costs.

Order.

*This cause came on to be heard on the transcript of [*478 the record from the district court of the United States for the northern district of California, and was argued by counsel. On consideration whereof it is now here ordered, adjudged, and decreed by this court, that the decree of the said district court in this cause be, and the same is hereby affirmed, with costs.