

## Sec. 2—Judicial Power and Jurisdiction

## Cl. 1—Cases and Controversies

porary wharfage,<sup>877</sup> agreements of consortium between the masters of two vessels engaged in wrecking,<sup>878</sup> and surveys of damaged vessels.<sup>879</sup> That is, admiralty jurisdiction “extends to all contracts, claims and services essentially maritime.”<sup>880</sup> But the courts have never enunciated an unambiguous test which would enable one to determine in advance whether or not a given case is maritime.<sup>881</sup> “The boundaries of admiralty jurisdiction over contracts—as opposed to torts or crimes—being conceptual rather than spatial, have always been difficult to draw. Precedent and usage are helpful insofar as they exclude or include certain common types of contract. . . .”<sup>882</sup>

Maritime torts include injuries to persons,<sup>883</sup> damages to property arising out of collisions or other negligent acts,<sup>884</sup> and violent dispossession of property.<sup>885</sup> The Court has expressed a willingness to “recogniz[e] products liability, including strict liability, as part of the general maritime law.”<sup>886</sup> Unlike contract cases, maritime tort jurisdiction historically depended exclusively upon the commission of the wrongful act upon navigable waters, regardless of any connection or lack of connection with shipping or commerce.<sup>887</sup> The Court has now held, however, that in addition to the requisite situs a significant relationship to traditional maritime activity must exist in order for the admiralty jurisdiction of the federal courts to be in-

<sup>877</sup> *Ex parte Easton*, 95 U.S. 68 (1877).

<sup>878</sup> *Andrews v. Wall*, 44 U.S. (3 How.) 568 (1845).

<sup>879</sup> *Janney v. Columbia Ins. Co.*, 23 U.S. (10 Wheat.) 411, 412, 415, 418 (1825); *The Tilton*, 23 Fed. Cas. 1277 (No. 14054) (C.C.D. Mass. 1830) (Justice Story).

<sup>880</sup> *Ex parte Easton*, 95 U.S. 68, 72 (1877). *See*, for a clearing away of some conceptual obstructions to the principle, *Exxon Corp. v. Central Gulf Lines, Inc.*, 500 U.S. 603 (1991).

<sup>881</sup> *E.g.*, *DeLovio v. Boit*, 7 Fed. Cas. 418, 444 (No. 3776) (C.C.D. Mass. 1815) (Justice Story); *The Steamboat Orleans v. Phoebus*, 36 U.S. (11 Pet.) 175, 183 (1837); *The People's Ferry Co. v. Joseph Beers*, 61 U.S. (20 How.) 393, 401 (1858); *New England Marine Ins. Co. v. Dunham*, 78 U.S. (11 Wall.) 1, 26 (1870); *Detroit Trust Co. v. The Thomas Barlum*, 293 U.S. 21, 48 (1934).

<sup>882</sup> *Kossick v. United Fruit Co.*, 365 U.S. 731, 735 (1961).

<sup>883</sup> *The City of Panama*, 101 U.S. 453 (1880). Reversing a long-standing rule, the Court allowed recovery under general maritime law for the wrongful death of a seaman. *Moragne v. States Marine Lines*, 398 U.S. 375 (1970); *Miles v. Apex Marine Corp.*, 498 U.S. 19 (1991).

<sup>884</sup> *The Raithmoor*, 241 U.S. 166 (1916); *Erie R.R. v. Erie Transportation Co.*, 204 U.S. 220 (1907).

<sup>885</sup> *L'Invincible*, 14 U.S. (1 Wheat.) 238 (1816); *In re Fassett*, 142 U.S. 479 (1892).

<sup>886</sup> *East River Steamship Corp. v. Transamerica Delaval*, 476 U.S. 858 (1986) (holding, however, that there is no products liability action in admiralty for purely economic injury to the product itself, unaccompanied by personal injury, and that such actions should be based on the contract law of warranty).

<sup>887</sup> *DeLovio v. Boit*, 7 Fed. Cas. 418, 444 (No. 3776) (C.C.D. Mass. 1815) (Justice Story); *Philadelphia, W. & B. R.R. v. Philadelphia & Havre De Grace Steam Towboat Co.*, 64 U.S. (23 How.) 209, 215 (1859); *The Plymouth*, 70 U.S. (3 Wall.) 20, 33–34 (1865); *Grant-Smith-Porter Ship Co. v. Rohde*, 257 U.S. 469, 476 (1922).