

1 UNITED STATES DISTRICT COURT  
2 WESTERN DISTRICT OF WASHINGTON  
3 AT TACOMA

4 NATIVE VILLAGE OF NAKNEK,

5 Plaintiff,

6 v.

7 JONES PACIFIC MARITIME, LLC,  
8 HARVEY B. JONES, *in personam*  
9 and the F/V SEAHORSE, Official No.  
10 292012, her engines, machinery, tackle,  
11 furniture, apparel, appurtenances, and  
12 equipment, etc., *in rem*,

13 Defendants.

CASE NO. 14-5740BHS

ORDER DENYING PLAINTIFF'S  
MOTION FOR JUDGMENT ON  
THE PLEADINGS

14 This matter comes before the Court on Plaintiff Native Village of Naknek's  
15 ("Naknek") motion for judgment on the pleadings. Dkt. 19. The Court has considered the  
16 pleadings filed in support of and in opposition to the motion and the remainder of the file  
17 and hereby denies the motion for the reasons stated herein.

18 **I. PROCEDURAL HISTORY**

19 On September 19, 2014, Naknek filed a complaint against Defendants Jones  
20 Pacific Maritime, LLC, and Harvey B. Jones (collectively "Jones") *in personam* and the  
21 ship F/V *SEAHORSE* ("*SEAHORSE*") *in rem* in an action to clear title to *SEAHORSE* and  
22 restore her possession to Naknek. Naknek also moved the Court to arrest *SEAHORSE*.  
Dkts. 1 & 18. On October 7, 2014, United States Marshals Service arrested *SEAHORSE*  
near Cathlamet, WA. On November 3, 2014, Jones answered the complaint. Dkt. 13.

1 On December 11, 2014, Naknek moved for judgment on the pleadings. Dkt. 19.  
2 On December 29, 2014, Jones responded. Dkt. 21. On January 2, 2015, Naknek filed a  
3 reply. Dkt. 23.

4 On January 29, 2015, the Court asked the parties for supplemental briefing on the  
5 application of the general and specific statute rule. Dkt. 24. On February 6, 2015, Jones  
6 filed a brief. Dkt. 26. On February 12, 2015, Naknek filed a brief. Dkt. 27.

## 7 **II. FACTUAL BACKGROUND**

8 Naknek hired Jones in 2012 to captain, obtain reparations, and outfit the Naknek's  
9 ship *SEAHORSE*, a United States Coast Guard documented vessel. Some repair and  
10 outfitting to *SEAHORSE* was performed in Homer, AK. Jones recommended completion  
11 of further repair in Washington State. Dkt. 19 at 4. In October 2013, Jones piloted the  
12 boat to Cathlamet, WA. Dkt. 11. Further repairs were completed near Cathlamet, WA.  
13 Jones billed Naknek for the repairs but Naknek disputed charges accrued. *Id.* In fall 2013,  
14 Jones filed a lien with the United States Coast Guard for seaman's wages and repair work  
15 done to *SEAHORSE*. *Id.* On March 12, 2014, Jones conducted a private, non-judicial  
16 foreclosure sale of *SEAHORSE* pursuant to Washington State chattel lien law, RCW  
17 60.08.010. As the sole bidder, Jones purchased *SEAHORSE* for \$100,000 and confirmed  
18 the sale with the United States Coast Guard on March 25, 2014. *Id.* Jones transferred title  
19 of *SEAHORSE* to Jones Pacific Maritime, LLC, owned solely by Jones. Jones granted  
20 three mortgages, secured by *SEAHORSE*, totaling approximately \$225,000 to third  
21 parties. *Id.* These facts are undisputed.

1 **III. DISCUSSION**

2 A motion for judgment on the pleadings is proper “when the moving party clearly  
3 establishes on the face of the pleadings that no material issue of fact remains to be  
4 resolved and that it is entitled to judgment as a matter of law.” *Hal Roach Studios, Inc. v.*  
5 *Richard Feiner & Co.*, 896 F.2d 1542, 1550 (9th Cir. 1990). “A judgment on the  
6 pleadings is properly granted when, taking all the allegations in the pleadings as true, a  
7 party is entitled to judgment as a matter of law.” *Lyon v. Chase Bank USA, N.A.*, 656 F.3d  
8 877, 883 (9th Cir. 2011).

9 Jones obtained title to *SEAHORSE* through the non-judicial foreclosure process in  
10 the Washington State chattel lien statute, RCW 60.08.010. Dkt. 19 at 4. At issue is  
11 whether Washington State chattel lien law is an appropriate avenue to foreclose upon a  
12 commercial United States Coast Guard registered ship, rather than through the  
13 Washington State maritime lien statute or the Federal Maritime Lien Act.

14 The chattel lien law provides procedures for recovering debts of a typical  
15 mechanic. The state maritime lien law applies specifically to boats. Naknek contends  
16 that the more specific statute should apply to *SEAHORSE* because “[a] more specific  
17 statute supersedes a general statute only if the two statutes pertain to the same subject  
18 matter and conflict to the extent they cannot be harmonized.” *O.S.T. ex rel G.T. v. Blue*  
19 *Shield*, 335 P.3d 416, 421 (Wash. 2014). Naknek asks the Court to vacate Jones’s  
20 foreclosure and return possession of *SEAHORSE* to Naknek. Dkt. 23 at 3. Jones contends  
21 that the chattel lien law does not conflict with federal maritime lien and state lien statutes  
22 and that his foreclosure is valid. Therefore, the Court must first determine if *SEAHORSE*

1 is the appropriate subject matter of both statutes, and if so, whether the laws produce  
2 conflicting results.

3 Washington's chattel lien statute reads:

4 Every person, firm or corporation who shall have performed labor or  
5 furnished material in the construction or repair of any chattel at the request  
6 of its owner, shall have a lien upon such chattel for such labor performed or  
7 material furnished, notwithstanding the fact that such chattel be surrendered  
8 to the owner thereof: PROVIDED, HOWEVER, That no such lien shall  
9 continue, after the delivery of such chattel to its owner, as against the rights  
10 of third persons who, prior to the filing of the lien notice as hereinafter  
11 provided for, may have acquired the title to such chattel in good faith, for  
12 value and without actual notice of the lien.

9 RCW 60.08.010. Chattel liens provide recourse for general, non-real property to which  
10 services have been rendered. Black's Law Dictionary defines chattel as "[m]ovable or  
11 transferable property; personal property; esp., a physical object capable of manual  
12 delivery and not the subject matter of real property." Black's Law Dictionary (10th ed.  
13 2014).

14 Alternatively, Washington State has a specific law for maritime liens through  
15 which a creditor may take recourse for piloting fees and repair work done to a vessel:

16 All steamers, vessels and boats, their tackle, apparel and furniture,  
17 are liable--

18 (1) For service rendered on board at the request of, or under contract  
19 with their respective owners, charterers, masters, agents or consignees.

20 (2) For work done or material furnished in this state for their  
21 construction, repair or equipment at the request of their respective owners,  
22 charterers, masters, agents, consignees, contractors, subcontractors, or other  
person or persons having charge in whole or in part of their construction,  
alteration, repair or equipment; and every contractor, builder or person  
having charge, either in whole or in part, of the construction, alteration,  
repair or equipment of any steamer, vessel or boat, shall be held to be the  
agent of the owner for the purposes of RCW 60.36.010 and 60.36.020, and  
for supplies furnished in this state for their use, at the request of their

1        respective owners, charterers, masters, agents or consignees, and any  
2        person having charge, either in whole or in part, of the purchasing of  
3        supplies for the use of any such steamer, vessel or boat, shall be held to be  
4        the agent of the owner for the purposes of RCW 60.36.010 and 60.36.020.

5        RCW 60.36.010. In examination of these issues, first the Court must determine whether  
6        *SEAHORSE* is appropriate subject matter of both the chattel lien law and the state  
7        maritime lien law and second, whether the two laws produce a conflict.

8                *SEAHORSE* could be the proper subject matter of the chattel lien law if it is, in  
9        fact, a piece of chattel. It is undisputed that *SEAHORSE* is a vessel. Following the  
10        Black’s Law definition, *supra*, vessels are movable and transferable, and personal  
11        property rather than real estate. *SEAHORSE* is, therefore, chattel on which a lien could be  
12        levied under RCW 60.08.010.

13                But, *SEAHORSE* is also “a vessel and a boat” indicated as the subject of RCW  
14        60.36.010. Jones’s lien for piloting and repair work is specifically mentioned in the  
15        maritime lien law. A lien on *SEAHORSE* can, therefore, be governed by either statute.

16                Next, the Court must determine if the two laws produce conflicting outcomes.  
17        Naknek cites to *O.S.T. ex rel G.T.* for authority that “under rules of statutory construction,  
18        each provision of a statute should be read together with related provisions to determine  
19        the legislative intent underlying the entire statutory scheme.” *O.S.T. ex rel G.T.*, 335 P.3d  
20        at 421.

21                Naknek has failed to cite any conflict between the chattel and maritime lien  
22        statutes. Dkt. 23 at 3. Naknek first argues that there is no conflict and if there is, “the

1 specific statute prevails over a general statute.” *Id.* But, Naknek does not identify that  
2 conflict.

3 [Defendant’s] reliance on the general-specific rule of statutory  
4 interpretation is also misplaced. We will not apply the rule because the  
5 statutes do not conflict. The rule of statutory construction applies only if,  
6 after attempting to read statutes governing the same subject matter in *pari*  
7 *materia*, we conclude that the statutes conflict to the extent they cannot be  
8 harmonized.

9 *O.S.T. ex rel G.T.*, 335 P.3d at 421. Naknek, therefore, has failed to show that the  
10 specific-general statute rules apply to this case. The Court recognizes, *supra*, that  
11 *SEAHORSE* is appropriate subject matter of both the chattel and maritime laws. Naknek  
12 has not demonstrated that the chattel lien law is an improper avenue to foreclose upon  
13 *SEAHORSE*. Consequently, Naknek has not established that it is entitled to judgment as a  
14 matter of law.

15 In its reply, Naknek raised the issue of Jones’s failure to honor a right of  
16 redemption. The Court does not make a decision regarding any statutory right of  
17 redemption that Naknek may have because the issue was not raised in the original  
18 motion.

#### 19 **IV. ORDER**

20 Therefore, it is hereby **ORDERED** that Naknek’s motion for judgment on the  
21 pleadings (Dkt. 19) is **DENIED**.

22 Dated this 16th day of March, 2015.



**BENJAMIN H. SETTLE**  
United States District Judge