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Admiralty (May 23, 1970)

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The tramp freighter S.S. "International Debtor", registered in Liberia, was a hard-luck ship although her charterers (under bareboat charter with a clause against lien for supplies or repairs), Trihard Co., made every effort to assure her seaworthiness at the beginning of every voyage. She sailed from the Port of New York on July 1, 1968, after fuelling and provisioning there, with a cargo of wheat for Calcutta. That cargo, as with all her others, was shipped in her under bills of lading with the usual Jason and both-to-blame clauses. Shortly after her departure, she rammed another freighter - the S.S. "Ilgefritz" - solely through fault of navigation of her master. She put in at an intermediate port - Lisbon - for fuel oil to replace that which had leaked from her peak tank that was ruptured by the collision. On arrival in Calcutta, it was found that half of her cargo of wheat was spoilt by condensation that had accumulated during the long voyage through the master's improper and unnecessary failure to keep the "Debtor's" hatches open during the good weather that had prevailed during the entire voyage. She refuelled and reprovisioned at Calcutta, took on a cargo of jute, and sailed for Le Havre, France, where the jute was consigned. On the way, she took water in heavy weather through portholes in the jute-storage compartments whose covers had been left open when she had sailed, and collided with the cargo-laden freighter S.S. "Tallyho" - both ships to blame. Upon entry into the harbor at Le Havre, she grounded owing to the master's fault, and worked her way off only after consequent considerable injury to her rudder. Upon unloading, the jute was found damaged by mildew, admittedly caused by the water shipped as described above. She refuelled at Le Havre and took on a cargo of French wines consigned to Plymouth, England. She arrived at the latter port in due season, and discharged her cargo there without further incident. She was refuelled and reprovisioned there, and hastily fitted with a jury-rigged rudder that admittedly was inadequate for the contemplated navigation across the Atlantic. Then she received a cargo of British automobiles consigned for New York, sailed for that port, and grounded on the English coast owing to a combination of heavy weather and faulty navigational lighting in the English Channel. She was pulled off by the English tug "Thunderer" that had been summoned by the "Debtor" via radio for that purpose, and was damaged further in the process. She received further emergency repairs upon return to Plymouth,
and again sailed for New York. She arrived off the Ambrose Lightship that marks the entrance to New York harbor on June 30, 1969, and her charter was to expire at midnight of that date. There she collided with a submerged wreck through no fault of her own, and foundered in the deep water there. Her master and crew escaped with their lives, but without having received their last month’s wages. Her charter having expired, her owners received compensation on the hull insurance they held upon her. The insurers legally abandoned her as not worth salvaging. Three questions are asked of you, as counsel for all interested parties:

A. Who is liable for each of the numerous claims generated by this unfortunate ship during the year in question, and to whom?

B. In what order should they be paid, assuming that available assets exist in a quantity worth pursuing but insufficient to satisfy all claims?

C. What claims, if any, are compensable from the hull-insurance proceeds?
   Give reasons for all answers.

IV (20 points)

A Danish member of the crew of a Liberian-registered, American-owned freighter was killed by a falling cargo boom of that ship while she was docked in New York harbor and he was at work on her deck.

What remedy or remedies might his representatives have in a U.S. admiralty court regarding his death, and against whom may they be asserted?

What defense, if any, could be made against application of the Jones Act in this situation? If available, why might this Act be better than the more likely of the two alternatives?
V (20 points)

The S.S. "Guadalcanal" is a freighter owned by the U.S. and demise chartered to Apex, a private shipping company. While carrying privately-owned cargo under this charter, she incurred liability in a collision at sea with another freighter - privately owned and with privately-owned cargo aboard, in which both ships were to blame. Both ships and their cargoes (all under standard bills of lading) were damaged in the incident.

Two questions:

A. Who can recover what from whom in U.S. admiralty courts for each of these injuries, and under what laws?

B. What would be the result, were all of the above facts the same except that the "Guadalcanal" was owned by Spain instead of the United States, and sovereign immunity asserted by the Spanish ambassador in court as a defense? Why?