

(intro Son of a Son of a Sailor):

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(voice of John Hughes Cooper):

Good morning to Captain and crew alike. Welcome once again to The Admiralty Docket. This is John Hughes Cooper with a glimpse into your rights and responsibilities at sea and upon the navigable waters.

Today our subject is maritime liens for necessities.

When dockage, fuel, repairs, supplies, or other necessities are provided to a vessel upon the order of her owner or other authorized person, a maritime lien arises as a matter of federal admiralty law against the vessel and in favor of the supplier in the amount of the reasonable value of such necessities. Such maritime liens arise under these circumstances against vessels of every description, regardless of whether documented by the U. S. Coast Guard, or registered in this state, or in another state or foreign nation, or even if unregistered. The only exception is for certain government vessels, and the suppliers of necessities to such government vessels have other rights to ensure payment.

Since there is no requirement of recording maritime liens, except for preferred ship mortgages, secret liens encumber many vessels without any public notice. As once expressed by a longtime member of the admiralty bar, "Many are the sophisticated captains of landside business who have run hard against the jagged rocks of the maritime lien." Prospective purchasers, suppliers, charterers, or lenders should exercise caution when calculating the value of a vessel for a particular purpose and seek competent counsel, if appropriate. The liens upon a vessel may include seamen's wage

liens, salvage liens, tort liens, general average, mortgage liens, liens for supplies, repairs, towage, wharfage, pilotage, stevedoring, or other necessities, and may far exceed the value of the vessel.

The supplier of dockage, fuel, repairs, supplies, or necessities to a particular vessel is protected by the maritime lien, which gives him the right to commence a civil admiralty action in the U. S. District Court against the vessel herself as a Defendant. The supplier need not allege or prove that credit was given to the vessel. In such a suit, the vessel may be seized by the U. S. Marshal, condemned, and sold to satisfy the supplier's lien, if proved.

The supplier may proceed alternatively, or additionally, against the owners of the vessel to which necessities were provided or against others who may be liable under a contract for provision of such necessities. Of course, the supplier may recover the amount owed only once, regardless of the number of claims or actions or the number of Defendants.

The marine supplier has the right to seek enforcement of his maritime lien against the vessel wherever the vessel may be found within the jurisdiction of the U. S. District Courts.

Although many states have enacted statutes purporting to give maritime liens against vessels for services or supplies considered necessities, such statutes are superseded by federal statutory admiralty law to the extent that enforcement of such state created liens is directly against the vessel by civil action In Rem. This

rule serves the need for national uniformity regarding creation and enforcement of maritime liens.

More next week on The Admiralty Docket. Until then, remember your rights and responsibilities may change as you approach the shore and may God Almighty grant you pleasant sailing.

(second voice with Send Lawyers, Guns and Money):

The Admiralty Docket is written and narrated by John Hughes Cooper who specializes in admiralty law litigation with the law firm of Cooper & Raley. The legal principles discussed are general in nature. Laws change and even similar circumstances may call for application of different laws. If you have a question for a future edition of The Admiralty Docket please write to John Hughes Cooper at P. O. Box 1248, Charleston 29402.