

611 3 2 1 In maritime law, barratry is any unlawful, fraudulent, or dishonest act of the master or mariners, and every violation of duty by them which arises from gross and culpable negligence contrary to their duty to the vessel owner and which might work loss or injury to him in the course of the voyage insured. Barratry is a covered peril under many marine insurance policies. Because smuggling activities of the master or crew which may constitute barratry may also take the vessel outside the navigational limits of the insurance policy, the question for the Courts has been, "where did the barratry occur?"

The case of Whorton v Home Ins. Co. was an action by a fishing vessel owner to recover under a policy of hull insurance under which barratry was a covered peril. The court held that the captain's acts in preparing for a drug run to South America while the ship was docked in a port within the policy's navigational limits amounted to barratry and that the owner was entitled to recover for the subsequent loss of the vessel allegedly occurring outside the policy's navigational limits.

While the vessel was docked and undergoing repairs in Key West, Florida, the captain bought a 2-month supply of groceries with his own funds, he bought 2,500 gallons of fuel, he equipped the vessel with sophisticated navigational devices and radios unnecessary for shrimping, and he paid the vessel's cook \$950 to leave the boat for a "pot run."

There was no evidence that the owners knew, when the vessel set out from Key West, about the captain's unusual activities or that the vessel was involved in anything other than a shrimp run.

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After the vessel sailed from Key West, the captain and crew shrimped for 5 days. On the sixth day, the captain ordered the crew to put the shrimp nets on deck and announced that he was taking them "where the money is at." By the eleventh day, the vessel had struck a reef and capsized. By the nineteenth day, the crew members were rescued from their life raft and put ashore in Nicaragua.

The court said that the evidence amply supported the trial judge's conclusion that barratry occurred at Key West and proximately resulted in the loss of the vessel.

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. 611

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