

623 3 2 1 A time charter "is a contract for a special service to be rendered by the owners of the vessel" and is to be distinguished from "a contract for the lease of the vessel." The latter is a demise or bare-boat charter under which the charterer takes possession of the ship, mans it, and becomes, in effect, the owner for the length of the charter. Under a time charter, however, the shipowner only agrees to carry goods in a ship in which the charterer has no property interest.

The imprisonment of a good admiralty lawyer in a dusty jail cell many miles from the ocean turned on this concept in the case of the M/V ASPHALT MERCHANT. The ship was time chartered to a corporation which filed bankruptcy on June 2. On June 5 the U.S. Bankruptcy Court in Oklahoma issued a stay order and a bunker fuel supplier, Cibro Sales, was notified on June 9. The bankruptcy court's stay order prohibited interference with the debtor's property and Cibro's admiralty attorney Ray Connell knew this. On June 16, Connell applied to the U.S. District Court in New Jersey and arrested the M/V ASPHALT MERCHANT at Petty's Island, New Jersey to foreclose a maritime lien against the time chartered vessel. Although the debtor owned cargo on the ship, the seizure was of the ship and not of her cargo.

The Judge presiding in the U.S. Bankruptcy Court in Oklahoma was furious. He held Ray Connell in contempt of Court and Ray was imprisoned in an Oklahoma jail far from the sea and with a long flat view of cactus.

About this time Ray began reciting John Masefield: I must go down to the sea again, to the lonely sea and sky. And all I ask is

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a tall ship and a star to steer her by. And the wheel's kick and the wind's song and the white sail's shaking. And a gray mist on the sea's face and a gray dawn breaking.

On appeal, the Tenth Circuit ruled that since a time charter is essentially only a lease of a vessel's cargo space for a stated period, the bankrupt charterer's interest in the vessel did not constitute "property" subject to the bankruptcy court's restraining order. Hence the bankruptcy judge erred in finding that Ray Connell acted in contempt of that restraining order.

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. 623