

(intro Son of a Son of a Sailor):

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(voice of John Hughes Cooper):

Good morning to Captain and crew alike and welcome 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 chartering.

As a general rule vessels, regardless of size, are expensive to construct, purchase, or maintain. Whether oceangoing merchant ships, tugboats, or sportfishermen, seaworthy vessels must be able to withstand wind and waves, rain and sunshine, saltwater contact, toreado worms, electrolysis, and a host of other marine perils. Expensive regular maintenance of vessels and their equipment is essential to extend the benefits of construction requirements.

The utility and beauty of a sound and seaworthy vessel on the one hand and the considerable expenses of ownership of such a vessel on the other hand, have led to considerable interest in chartering.

Leasing or renting a vessel is called chartering. Oral charters are enforceable, but subject to problems of proving the actual terms of the agreement. In maritime terms, a written charter agreement is called a charter party. Although there exist many different charterparty forms for use in specific trades or under specific conditions, all fall into the three general categories of charters.

The first category includes demise charters, also called bareboat charters. Demise charters provide that, for the time of

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the charter party, the charterer becomes the virtual owner of the vessel, taking the vessel without crew, and assuming full control of and responsibility for the operation and navigation of the vessel. With respect to liability for any injury or damages to any third party, a demise charterer is regarded as the owner. The length of a demise charter may be defined in terms of a specific time or by designated voyages. To constitute a demise, the owner must relinquish possession, command, and navigation of the vessel so far as to be tantamount to, though just short of, an outright transfer of ownership.

The second category includes time charters. Under a time charter, the services of the vessel are engaged for a fixed period of time for the carriage of goods or passengers on as many voyages as can fit into the charter period. The charterer merely rents space on the vessel, and the vessel owner retains control over management and navigation of the vessel, but the charterer designates the ports of call. The charterer normally remains liable for arrangements for loading and discharging cargo at its expense. Absent an agreement to the contrary, a time charterer has no control over the vessel and assumes no liability for negligence of the crew or for unseaworthiness of the vessel.

The third category includes voyage charters. Under a voyage charter, the carrying capacity of a vessel is engaged to carry a full cargo on a defined number of voyages between specific ports. The shipowner retains control over management and navigation, while the charterer is responsible for arrangements relative to loading

and discharging cargo, usually at its expense.

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.