

40917 3 2 1 A full salute this morning in honor of the BOC entrants who today begin a bold adventure which promises to take them from Charleston Harbor to see the world and then, God willing, to bring them safely home to our fair city.

Today we review leading decisions recently reported in American Maritime Cases:

1. In McDermott v. Amclyde, the U. S. Supreme Court ruled that in admiralty cases, non-settling joint tortfeasors are liable for their proportionate fault and there is no right of contribution from settling joint tortfeasors. In plain words, when two different persons are negligent and the negligence of each contributes to the damage or injury to another, the two negligent persons are called joint tortfeasors. The Supreme Court's rule provides that when one of the negligent persons settles with the injured party, the non-settling party must pay his proportionate share of liability and cannot get the settling party to contribute to the payment. Generally, this rule promotes settlement of disputes by giving settling ^{joint} tortfeasors protection from later legal involvement, and by eliminating a chance that the non-settling joint tortfeasor may pay less than his proportionate share or may be entitled to contribution from the settling parties.

2. At 1994 AMC 1592 a Canadian Court has revisited the question of whether, in an admiralty case under Canadian law, physical damage is a prerequisite to recovery for economic loss. Of course, under the General Maritime Law of the United States, the general rule denies recovery to those with purely economic losses. For instance, when a merchant vessel hits a bridge, the vessel and

her owners and operators are liable to the owner for damage to the bridge. If automobiles plunge into the water and personal injury results, the vessel is liable. But, let's say the bridge is closed and traffic bypasses the liquor store at the foot of the bridge for 90 days. The liquor store has a real financial loss, but it is a purely economic loss and the owner of the liquor store cannot recover from the vessel without some physical damage to its property.

As Beaufort Jenkins used to say, "Mr. Cooper, I covers my eyes when I takes a drink, cause if my eyes glimpse dat whiskey my mouf begins to water, an I gots a sho nuff problem wit dilution."

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.
