

50722 3 2 1 Today, seamen's rights and salvage arbitration.

Item 1. A seaman who is injured or falls ill while subject to the call of duty is entitled to living expenses and medical treatment at the expense of the shipowner and the ship. Under the general maritime law such rights are referred to as "maintenance and cure" and continue until the seaman reaches maximum medical improvement.

Unfortunately, from time to time a related question arises when a seaman dies from an injury sustained while subject to the call of duty. The shipowner is liable for burial expenses in the case of a seaman's death, if, at the time of death, the deceased was entitled to medical care and maintenance at the shipowner's expense. But there is a limit.

On June 7, 1957, Eduardo Mazzacane, a citizen and resident of Italy, was killed in an accident aboard the steamship ASTEROPES, while moored at Lamberts Point Docks, Norfolk, Virginia. The Court in the case of Ware v. Cia de Navegacion Andes, S.A., held that when a seaman dies at a foreign port, he is only entitled to be buried at the place of his death. If his family wishes the body shipped to his home country, the cost or obligation to transport the corpse is not the responsibility of the shipowner.

Item 2. Good news for recreational boaters who need salvage services. When collision, fire, or grounding make salvage assistance necessary or desirable, most popular salvage contracts including the Lloyd's Open Form, commonly called the LOF 90, contain clauses providing for arbitration in London to determine the proper amount of the salvage award under English law.

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In the 1994 case of Jones v. Sea Tow Services Freeport, New York, Inc., the United States Court of Appeals for the Second Circuit voided the foreign arbitration clause in the LOF 90. The Court held that the foreign arbitration provision was unenforceable in a domestic salvage case where neither the owner nor the salvor had any relation to England, the salvage took place in U.S. waters, the contract was signed on land in the U.S., and enforcement in England was not anticipated. U.S. Arbitration is less expensive and allows a pleasure boater to call the bluff of the unscrupulous salvor by going to arbitration if necessary.

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. 50722