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When Vessels Break From Their Moorings

By Marilyn Raia

When a vessel breaks away from her moorings, is the vessel owner liable for the resulting injuries and/or damage? The answer is: probably.

The *Louisiana* rule

During the Civil War, the United States Supreme Court addressed the issue in *The Louisiana* 70 US 164 (1865) and established the rule for determining liability when a vessel breaks from her moorings. The *Louisiana* was a large steamer transporting sick and wounded soldiers from the South to Philadelphia. On the way, the vessel stopped at Fortress Monroe so that soldiers who were too sick to complete the voyage could be taken off the vessel, and supplies could be loaded.

The *Louisiana* was moored at a dock that was considerably shorter than the vessel. In fact, less than one third of the vessel could fit alongside the dock and the stern was 150 feet from the nearest point on the dock. When the vessel arrived at the dock, there was an ebb tide coming from the west and swinging around the land to the northeast. At that time, the wind was gentle from the northeast. The tide and wind counteracted each other on the vessel and her moorings. The vessel was tied up with three lines, two on the bow and one on the stern, which at the time were sufficient to secure the vessel.

Before the master left the vessel to confer with shoreside doctors, he discussed the moorings with the mate. Although he did not anticipate the breaking away of the vessel, the master told the mate to put out more lines. After lines were added, there were five lines at the bow and four at the stern. The tide changed direction and the wind increased to gale strength resulting in both affecting the vessel from the same direction. The vessel snapped her stern lines first and swung around. The bow lines did not break but instead tore the cleats and capstan around which they were fixed, from the hull. The *Louisiana* drifted from the dock and collided with the *Flushing*, a nearby aground steamer, causing damage to it.

The district court held the *Louisiana* had not been at fault. The Court of Appeals reversed. It held the owner of the *Louisiana* liable for the damage suffered by the *Flushing*. The United States Supreme Court agreed with the Court of Appeals. It held the owner of the *Louisiana* was liable for the damage caused by the adrift vessel after her moorings broke, in the absence of proof that the incident was the result of an inevitable accident or vis major "which human skill and precaution, and a proper display of nautical skill could not have prevented." The court noted the *Louisiana's* drifting away was not caused by an unanticipated sudden weather event. It also noted none of the other vessels moored in the area broke their moorings. Further, it held the government's order for the vessel to take on supplies at a wharf that was only one-third the length of the vessel did not excuse the officers from mooring the vessel in a manner that would prevent her from breaking away under conditions that should have been anticipated.

Liability for Personal Injuries

Crewmembers can suffer injuries when a vessel breaks away from her moorings. And the vessel owner can be held liable for those injuries. *Martinez v. United States*, 705 F.2d 658 (2d. Cir. 1983) illustrates the point. *Martinez* was a seaman working on the USNS Sealift *Arabian Sea*. The vessel was docked in the Piscataqua River, upriver from Portsmouth, NH discharging a cargo of jet fuel. The dock consisted of three concrete caissons in a narrow part of the river.

Before the vessel docked, the master consulted the tide tables which indicated a current of about 4.6 knots which he believed to be slightly stronger than average. The pilot advised him that the current was going to be very strong. In the light of the information he received, the master took precautions to prevent the ship from breaking her moorings. Rather than the usual eight to ten lines, the master deployed eighteen lines, five of which were wire. He also readied anchors on both sides of the vessel for dropping in case of an emergency.

A strong current estimated by the master to be 7.5-8 knots pushed the vessel off the caissons causing the mooring lines to part one by one and the cargo discharge hoses to break. Other factors complicated the situation including the size of vessel, the narrowness of the waterway at the mooring, the configuration of the dock, which resulted in the bow of the vessel projecting beyond the caissons upstream, and the angle of the moored vessel to the current. The officers and crew were able to drop the anchors and the vessel grounded which according to the court "saved the day." However, Martinez was injured when scrambling from one side of the vessel to the other to shut off valves on the cargo discharge hoses to try to prevent an explosion or fire.

This district court entered judgment in favor of the vessel owner. It found the vessel was seaworthy and the circumstances leading to the parting of the mooring lines to be "extraordinary or unforeseeable." It gave credence to the captain's testimony that the current was more than twice what had been predicted by the tide tables, and found he had exercised extraordinary care. The Second Circuit disagreed.

The Second Circuit began its analysis by reviewing the *Louisiana* rule, noting the owner/operator of a vessel that breaks away from her moorings has the heavy burden of proving an inevitable accident occurred. It found the breaking away of the *Arabian Sea* raised a presumption of negligence, which had to be overcome. It disagreed with the district court that the greater than expected currents met the burden. To the contrary, it held currents 3-4 knots greater than predicted by the tide tables were "not so great that the vessel should not have been equipped to encounter them, particularly in sometimes rain-swept New England in November." It further stated an 8 knot current was not so far beyond what was expectable in the tidal estuary where the vessel was moored. It held the vessel was unseaworthy as a matter of law when the mooring lines parted in a rapid but not extraordinary current, and when the mooring lines were not capable of securing the vessel to a berth that was familiar to the master. Accordingly, the injured crewmember was entitled to receive compensation for his injuries.

No Liability

Occasionally, a vessel owner will be held not liable for resulting property damage or injuries when a vessel breaks away from her moorings. In those cases, the vessel owner has been able to prove the incident was not preventable even though the requisite degree of care was exercised. The *Anna C. Minch* 260 F. 522 (W.D.N.Y. 1919) illustrates the point.

The *Anna C. Minch* was docked at The Electric Elevator in Buffalo, NY unloading a cargo of wheat. The vessel was initially moored with wire cables and a manila line as was customary in ordinary weather. When more severe weather and ice were anticipated, additional lines were put out, which the court found to be sufficient to hold the vessel to the dock in the more severe weather.

Ice had built up in the waterway near where the *Anna C. Minch* had been moored. Fire tugs were used to break up the jam. When the ice jam was broken up, a large volume of ice and

water was suddenly released which flowed toward the **Anna C. Minch** and put unusual pressure on her bow. Her cables parted, damaging the anchor gear. Without the ability to drop her anchor, the Anna C. Minch drifted downstream and struck two vessels, causing them damage. The owners of those vessels sued the owner of the **Anna C. Minch**.

The district court held the owner of the **Anna C. Minch** was not liable for the damage caused by the adrift **Anna C. Minch**. The court began its analysis with the Louisiana rule noting that when a vessel goes adrift and collides with another vessel, it is responsible for the damage suffered "unless it appears her breaking away was due to inevitable causes which human agency could not have prevented." To meet its burden of proving "inevitable causes", it is not necessary to show the highest degree of care was exercised. Rather, the owner of the vessel that broke away must prove the exercise of "reasonable care to avoid dangers fairly to be anticipated."

The district court concluded the movement of the ice was unexpected and reasonable precautions were taken to meet it. It also concluded the ANNA C. MINCH would have remained secure at the dock if the fire tug had not produced an unexpected rush of water and ice when breaking up the ice jam.

From time to time, vessels break from their moorings. Their owners/operators are presumptively liable for damages and injuries that result unless an inevitable accident that could not be prevented by an appropriate degree of care and maritime skill can be established. It is a heavy burden to sustain.