

ADMIRALTY COMMITTEE

The Warranty of Workmanlike Service in Maritime Service Contracts



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Every contract involving the rendering of services includes the implied promise to perform those services with reasonable care, skill, and safety. See Williston on Contracts § 62:25 (4th ed.2002). A warranty of workmanlike service is implied in every maritime repair contract and other maritime services contracts, unless the parties' agreement expressly excludes it. Fairest-Knight v. Marine World Dist., Inc., 652 F.3d 94 (1st Cir. 2011); Butterfly Transp. Corp. V. Bertucci Industrial Services, LLC, 243 Fed. Appx. 16 (5th Cir. 2007).

The applicability of this hornbook rule to maritime service contracts was first enunciated in Ryan Stevedoring Co. v. Pan-Atlantic Steamship Corp., 350 U.S. 124, 132-35, 76 S.Ct. 232, 236-38, 100 L.Ed. 133 (1956), where the Supreme Court ruled that stevedores and other contractors give shipowners an implicit warranty that their services will be performed in a "workmanlike" manner. The Court explained that the "warranty of workmanlike service" compares "to a manufacturer's warranty of the soundness of its manufactured product," and obligates stevedores and other contractors to perform services with a reasonable level of "[c]ompetency and safety." *Id.* The failure to do so constitutes a breach of contract and provides shipowners with a right to indemnification for foreseeable loss resulting therefrom. Vierling v. Celebrity Cruises, Inc., 339 F.3d 1309, 1315-1316 (11th Cir. 2003).

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