

ADMIRALTY COMMITTEE

Admiralty Law Update: What is a “vessel?”

In March of 2012 I reported on the 11th Circuit U.S. Court of Appeal decision in *City of Riviera Beach v. That Certain Unnamed Gray, Two Story Vessel*, Case No. 10-10695, which held that a floating house docked at the city marina with no engines, no inboard utilities, no history of unaided transport capability, and “in less than Bristol condition” (or what most people would call “derelict”) **is** a vessel .

In January, 2013, the U.S. Supreme Court in Case No. 11-626 reversed the Eleventh Circuit, stating that its interpretation of “transportation” was too broad. Citing its decision in *Stewart*, the Supreme Court stated that the definition of “transportation,” the conveyance of persons or things from one place to another, must be applied in a practical way. “Consequently, a structure does not fall within the scope of the statutory phrase unless a reasonable observer, looking to the home’s physical characteristics and activities, would consider it designed to a practical degree for carrying people or things over water. But for the fact that it floats, nothing about Lozman’s home suggests that it was designed to any practical degree to transport persons or things over water.”

At the January meeting of the Admiralty Committee of the Florida Bar, Mike McLeod & chair Lindsay Brock, of Rumrell McLeod & Brock, P.A., gave the following *Lozman* update:

In *Fireman’s Fund Ins. Co. v. Great American Ins. Co. of N.Y.*, Lexis 11114 (S.D.N.Y. 2013), the New York Southern District appellate court declined to call a floating dry dock a vessel, stating, “Applying the standard outlined in *Lozman*, it is clear that the Drydock (used for on-the-water repair of vessels) was not a vessel.”

In *Martin v. Fab-con, Inc.*, 9 F.Supp. 3d 642 (E.D. La. 2014), the Louisiana appellate court, as grounds for dismissing an action in admiralty for lack of jurisdiction, held that a barge fitted with hotel-like living quarters to house mariner-employees ... and which completely filled the barge deck ... was not a vessel ... based on *Lozman*.

But in *Catlin (Syndicate 2003) at Lloyd’s v. San Juan Towing & Marine Servs.*, 946 F.Supp. 2d 256 (2013 AMC 2740 (D. P.R. 2013)), a contract of insurance covering a drydock and which insured a maritime interest against maritime risks for its drydock, is a maritime contract warranting admiralty jurisdiction.



Note: All my maritime articles are available on my website www.barbcooklaw.com.