A DEVELOPMENTAL CHRONOLOGY OF
MARITIME AND TRANSPORTATION LAW IN THE U.S.
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(Last Amended: 02/24/16)

1150 The earliest codifications of the law of the sea provided only the equivalent **of maintenance and cure-medical treatment and wages** to a mariner wounded or falling ill in the service of the ship. See Laws of Oleron, sections 6 and 7 as published by the McAllen Library, Texas, at http://www.mcallen.lib.tx.us/; See also **Mitchell v. Trawler Racer, Inc., 362 U.S. 539, 543 (1960).**

1200 Laws of Wisby – recognizing seaman's right to M&C. Id. Laws of Wisby refers to a code of maritime customs adopted on the island of Gotland, where Wisby was the principal port. The laws of Wisby came into existence during 16th century. It is recognized as having the force of customary law. The laws of Wisby were formerly known as laws of Oleron.

Under the laws of Wisby, if a mariner falls sick because s/he was sent out of the ship on a special service, the expenses incurred are to be paid by the master, or owner of the ship. The mariner is also entitled to full wages for the voyage. [Hart v. The Littlejohn, 1800 U.S. Dist. LEXIS 8, 2-3 (D. Pa. 1800)].

1597 Laws of the Hanse Towns - recognizing seaman's right to M&C. **Mitchell v. Trawler Racer, Inc., 362 U.S. 539, 543 (1960).**

1681 The Marine Ordinances of Louis XIV - recognizing seaman's right to M&C. Id.

For many years ***American*** courts regarded these ancient codes as establishing the limits of a shipowner's liability to a seaman injured in the service of his vessel. During this early period the maritime law was concerned with the concept of unseaworthiness only with reference to two situations quite unrelated to the right of a crew member to recover for personal injuries. The earliest mention of unseaworthiness in American judicial opinions appears in cases in which mariners were suing for their wages. They were required to prove the unseaworthiness of the vessel to excuse their desertion or misconduct which otherwise would result in a forfeiture of their right to wages. The other route through which the concept of unseaworthiness found its way into the maritime law was via the rules covering marine insurance and the carriage of goods by sea. Id.

1789	**Judiciary Act of 1789** containing the saving to suitors clause, currently codified 28 USC 1333(1), was enacted.
1823	Maintenance and Cure was recognized to exist in American maritime law. See **Harden v. Gordon, 11 F. Cas. 480 (no. 6047) (C.C.D.Me 1823)**
1865	A vessel drifting from her moorings, and striking against another vessel aground on a bar out of the channel or course of navigation, will be liable for damage done to the vessel aground, unless the drifting vessel can show affirmatively that the drifting was the result of inevitable accident, or of a vis major, which human skill and precaution could not have prevented. The Louisiana, 70 U.S. 164, 18 L. Ed. 85 (1865); see also Swenson v. The Argonaut, 204 F.2d 636, 640 (3d Cir. 1953)
1886	GML does not provide remedy for a wrongful death. **The Harrisburg, 119 US 199 (1886)**
Late 1800's	Not until the late nineteenth century did there develop in American admiralty courts the doctrine that seamen had a right to recover for personal injuries beyond maintenance and cure. During that period it became generally accepted that a shipowner was liable to a mariner injured in the service of a ship as a consequence of the owner's failure to exercise due diligence. The decisions of that era for the most part treated maritime injury cases on the same footing as cases involving the duty of a shoreside employer to exercise ordinary care to provide his employees with a reasonably safe place to work.
1864	Comprehensive congressional regulation of maritime navigation began with the Act of April 29, 1864. See U.S. v. Louisiana, 394 U.S. 11, 16 (1969).
1874	**The Pennsylvania Rule**: The Pennsylvania, 86 U.S. (19 Wall.) 125, 136, 22 L.Ed. 148 (1874), requires a vessel guilty of a statutory violation to prove that her violation "could not" have been the cause of the collision.
1895	**The Oregon Rule**: Where a ship hits a stationary object, there arises a presumption, commonly known as the Oregon Rule, that the ship was at fault. *See The Oregon,* 158 U.S. 186, 197, 15 S.Ct. 804, 39 L.Ed. 943 (1895).
1903	The U.S. Supreme Court ("SC") recognizes the existence in American law of a **cause of action for unseaworthiness** against vessel and owner. Also states that members of crew, except perhaps the master, are between themselves, fellow servants, and hence seaman cannot recover through the negligence of a fellow member of the crew, beyond M&C. Seaman cannot recover for negligence of the master or member of the crew but is entitled to

M&C regardless of whether his injuries resulted from negligence. ***The Osceola***, 189 US 158 (1903). This case held that a seaman had no COA for negligence against his employer, unless such negligence results in the ship unseaworthiness.

1906 **CARMACK amendment** was enacted as an amendment to the Interstate Commerce Act. Carmack's purpose is to relieve cargo owners "of the burden of searching out a particular negligent carrier from among the often numerous carriers handling an interstate shipment of goods. Reider v. Thompson, 339 U.S. 113, 119, 70 S.Ct. 499, 94 L.Ed. 698 (1950). To help achieve this goal, Carmack constrains carriers' ability to limit liability by contract. § 11706(c).

1907 **The SC ameliorated the holding of The Harrisburg by allowing admiralty courts to apply state wrongful death statutes for deaths in state territorial waters under the "maritime but local doctrine". The Hamilton, 207 US 389 (1907).**

1920 Jones Act (revoked The Osceola) and DOHSA were enacted

1927 Congress passed the Longshoremen's and Harbor Workers Compensation Act (LHWCA) providing a system of compensation for longshoremen injured on navigable waters

1944 **Mahnich v. Southern S.S. Co., 321 U.S. 96 (1944)** states that ***The Osceola*** was correctly to be understood as holding that the duty to provide a seaworthy ship depends not at all upon the negligence of the shipowner or his agents.

1946 **Sieracki seaman was born**. SC extends longshoremen (one working for a stevedore's company) a cause of action for unseaworthiness for injuries on board a ship while in navigable waters because "he is doing a seaman's work and incurring in seaman's hazards***".*** **Seas Shipping Co. v. Siaracki, 328 US 85 (1946).**

1948 Congress enacted the Admiralty Extension Ac, 46 USC 30101. See **Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co., 513 U.S. 527 (1995).**

1953 SC held other kinds of maritime employees, besides stevedores, who performed jobs formerly done by seamen were entitled to the seaworthiness protection given in Sieracki. **Pope & Talbot, Inc. v. Hawn, 346 U.S. 406 (1953)**

1956 **Ryan Stevedoring Co. v. Pan-Atlantic S. S. Corp., 350 U.S. 124 (1956)** allowed shipping companies to recover the damages for which they were held liable to injured longshoremen from the stevedore on theories of express or implied warranty, thereby transferring their liability to the stevedore company, the actual employer of the longshoremen.

1959 The SC in Crumady v. The J. H. Fisser, 358 U.S. 423, 1959 AMC 580 (1959) found that the *negligence* of the stevedoring company which brought the unseaworthiness of the ship into play amounted to a ***breach of the warranty of workmanlike service.*** The court specifically held that this warranty was for the benefit of the ship whether the vessel's owners were party to the contract or not. The court stated: "[t]hat is enough to bring the vessel into the zone of modern law that recognizes rights and third-party beneficiaries. *Restatement, Law of Contracts,* Section 133. Moreover, as we said in the *Ryan* case, 'competency and safety of stowage are inescapable elements of the service undertaken,' 350 U.S. at 133, 1956 AMC at 16." 358 U.S. at 428, 1959 AMC at 584.

1970 The old rule (The Harrisburg) was changed. The SC recognized COA under GML for "death caused by violations to maritime duties" within territorial waters. **Moragne v. States Marine Lines, 398 US 375 (1970).** The facts in the case were limited to the duty of seaworthiness.

1972 Congress amended the Longshore and Harbor Workers' Compensation Act (LHWCA), 86 Stat. 1251, as amended, 33 U.S.C. §§ 901-950, to bar any recovery from shipowners for the death or injury of a longshoreman or harbor worker resulting from breach of the duty of seaworthiness. See 33 U.S.C. § 905(b). The LHWCA, originally enacted in 1927, was amended in 1972. The effect of the 1972 amendments was to expand coverage of the Act to include longshoremen, harborworkers and others who were not actually physically on the water at the time of their injury. Where, prior to 1972, the LHWCA reached only accidents occurring on navigable waters, the amended [Act] expressly extended coverage to "adjoining area[s]." At the same time, the amended definition of an "employee" limited coverage to employees engaged in "maritime employment." Brockington v. Certified Electric, Inc., 903 F. 3d 1523 (1990)

1974 Moragne did not define damages recoverable under the maritime wrongful death action. But in **Sea-Land Services, Inc. v. Gaudet, 414 U.S. 573, 94 S.Ct. 806, 39 L.Ed.2d 9 (1974),** widow brought a general maritime action to recover for the wrongful death of her husband, a longshoreman. **The Court held that a dependent plaintiff in a maritime wrongful death action could recover for the pecuniary losses of support, services, and funeral expenses, as well as for the nonpecuniary loss of society suffered as the**

result of the death. Id., at 591, 94 S.Ct., at 818. Gaudet involved the death of a longshoreman in territorial waters. Consequently, the Court had no need to consider the preclusive effect of DOHSA for deaths on the high seas or the Jones Act for deaths of true seamen.

1975 **United States v. Reliable Transfer Co., 421 U.S. 397, 95 S.Ct. 1708, 44 L.Ed.2d 251 (1975);** The admiralty rule of divided damages, whereby the property damage in a maritime collision or stranding is equally divided whenever two or more parties involved are found to be guilty of contributory fault, regardless of the relative degree of their fault, held replaced by a rule **requiring liability for such damage to be allocated among the parties proportionately to the comparative degree of their fault**, and to be allocated equally only when the parties are equally at fault or when it is not possible fairly to measure the comparative degree of their fault. Pp. 1711-1716.

1978 The SC held that in a case of death on the high seas, a decedent's survivors could not recover loss of society damages under general maritime law. DOHSA governed over those issues, therefore, only pecuniary damages of the surviving relatives were allowed. Loss of society could be recovered only in wrongful death cases in territorial waters. **Mobil Oil Corp. v. Higginbotham, 436 U.S. 618 (1978).**

1979 **Edmonds v. Compagnie Generale Transatlantique, 443 U.S. 256 (1979) (joint and several liability is the rule in admiralty) (presumably overrules Sieracki and Ryan).**

1980 The question in this case is whether general maritime law authorizes the wife of a harbor worker injured nonfatally aboard a vessel in state territorial waters to maintain an action for damages for the loss of her husband's society. We conclude that general maritime law does afford the wife such a cause of action. **American Export Lines, Inc. v. Alvez, 446 U.S. 274 (1980).**

1988 Under FELA prejudgment interest are not allowed. Monessen v. Morgan, 486 US 330, 339 (1988).

1986 **The Supreme Court recognized the existence and adopted a new cause of action under general maritime law; a tort of maritime products liability. East River Steamship Corp. v. Transamerica Delaval, Inc., 476 U.S. 858 (1986).**

SC held that DOHSA remedies may not be supplemented by state law remedies, through either OCSLA or § 7 of DOHSA). Offshore Logistics, Inc. v. Tallentire, 477 U.S. 207 (1986).

1990 There is a general maritime cause of action for the wrongful death of a seaman, but damages recoverable in such an action do not include loss of society. A general maritime **survival action** cannot include recovery for decedent's lost future earnings. Although general maritime law would allow such a recovery, DOHSA and the Jones Act expressly did not allow such damages, and the Court held that uniformity would thus be compromised if judicially created maritime law allowed remedies more expansive than those allowed by federal statutes. **Miles v. Apex Marine Corp., 498 U.S. 19 (1990).**

1996 **Yamaha Motor Corp., U.S.A. v. Calhoun, 516 U.S. 199 (1996)** In this case the parents of a child killed in a jet ski accident in territorial waters sought non-pecuniary damages, under state law, from the jet ski manufacturer. The Court rejected the manufacturer's argument that the principle of uniformity behind *Miles* required that the general maritime law should displace the state law and preclude the application of ***state law remedies (damages)***. The issue of whether state law as opposed to federal law governed the standard of liability was left undecided. See Id at fn. 14. At one point the court said: "The exercise of admiralty jurisdiction, however, "does not result in automatic displacement of state law." Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co., 513 U.S. 527, 545, 115 S.Ct. 1043, 1054, 130 L.Ed.2d 1024 (1995). Indeed, prior to Moragne, federal admiralty courts routinely applied state wrongful-death and survival statutes in maritime accident cases." Id at 206

1998 The SC held that DOHSA precluded any general maritime survival action to permit plaintiff personal representative to recover damages for airplane's passenger pre-death pain and suffering. Dooley v. Korean Airlines Co., Ltd., 524 U.S. 116 (1998). Did not decide whether a survival action exists under GML.

2001 SC makes it clear that death cause by negligence is also compensable under GML. Norfolk v. Garris, 532 U.S. 811 (2001) (Scalia).

2002 SC held that (1) express preemption clause of Federal Boat Safety Act (FBSA) did not preempt common law tort claims, arising out of failure to install propeller guards on boat engine; (2) Coast Guard's decision not to adopt regulation requiring propeller guards on motorboats did not preempt

survivor's claims; and (3) FBSA did not implicitly preempt survivor's claims, abrogating *Lewis v. Brunswick Corp.,* 107 F.3d 1494 (11th Cir. 1997). See Sprietsma v. Mercury Marine 537 U.S. 51 (2002).

2005 **The SC held that 1 U.S.C. § 3 provides the controlling definition of "vessel" for LHWCA purposes: "every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water." Stewart v. Dutra Construction Co., 543 U.S. 481 (2005). Stewart has significantly enlarged the set of unconventional watercraft that are vessels under the Jones Act and the LHWCA: "Under § 3, a 'vessel' is any watercraft practically capable of maritime transportation, regardless of its primary purpose or state of transit at a particular moment." Consistent with Stewart's expanded definition of that term, we have no trouble concluding that the BT-213 is a vessel. Holmes v. Atlantic Sounding Co., Inc., 437 F.3d 441 (5th Cir. 2006).**

2008 Exxon Shipping Co. v. Baker, 554 U.S. 471, 514–15, 128 S.Ct. 2605, 171 L.Ed.2d 570 (2008) (permitting punitive damages in a property damage case under general maritime law).

2009 The Supreme Court, Justice Thomas, held that seaman was entitled, as a matter of general maritime law, to seek punitive damages for his employer's alleged willful and wanton disregard of its maintenance and cure obligation. Atl. Sounding Co. v. Townsend, 557 U.S. 404, 129 S. Ct. 2561, 174 L. Ed. 2d 382 (2009)

2010 Carmack Amendment does not apply to the inland rail segment of a shipment originating overseas under a single through bill of lading covered by COGSA; abrogating *Sompo Japan Ins. Co. of America v. Union Pacific R. Co.*, 456 F.3d 54; ocean carrier was not a receiving rail carrier within the meaning of the Carmack Amendment; rail carrier was not a receiving rail carrier within the meaning of the Carmack Amendment; and forum-selection clauses in through bills of lading were enforceable. *Kawasaki Kisen Kaisha Ltd. v. Regal-Beloit Corp.*, 561 U.S. 89 (2010)

2013 Floating home that had no rudder or steering mechanism, that had unraked hull, and that was incapable of self-propulsion, and whose rooms looked out upon the world, not through watertight portholes, but through French doors or ordinary windows, was not designed to any practical degree to transport persons or things over water, and thus did not qualify as "vessel," and district court could not exercise admiralty jurisdiction over in rem action brought by

owner of marina where floating home was docked, seeking to obtain maritime lien for dockage fees. Lozman v. City of Riviera Beach, Fla., 133 S. Ct. 735, 184 L. Ed. 2d 604 (2013)