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President's Message

By Bob Meehan, SMA President

At the SMA General Meeting held on Wednesday, May 14, 2025, elections were conducted for the Board of Governors and Officers. I am both humbled and honored to have been elected President and look forward to working with the Board of Governors and serving the organization over the next two years.

On behalf of the SMA, and personally, I would like to extend our sincere appreciation and gratitude to **LeRoy Lambert** for his outstanding leadership during his four-year tenure as President. I first met LeRoy during my initial SMA arbitration, where he represented the Respondents as counsel. Since then, I have greatly valued his time, guidance, and encouragement during my service as Vice-President. LeRoy's leadership and vision have set a high standard for all of us. It is reassuring to know that he will remain on the Board as *Ex Officio*, continuing to offer his insight and support.

Congratulations to **George Tsimis** on his election as Vice-President. I am excited to continue working alongside George in advancing the mission and values of the SMA. Congratulations as well to **Müge Anber-Kontakis, Louis Epstein, Daniel J. Schildt, and Robert G. Shaw** on their re-election to two-year terms as Governors. They join **Austin L. Dooley, Molly McCafferty, and Daniel M. Gianfalla** on the Board.

As President, I have the privilege of appointing two Governors for one-year terms, and I have appointed **Iarion Marr** and **Evangelos Venturas**. Furthermore, with George Tsimis' election to Vice-President, his Governor seat became vacant in accordance with Article 1, Section 9. To fill this vacancy, I have appointed Anne Summers to a two-year term. **Molly McCafferty** has graciously agreed to serve as SMA Secretary, and **James Warfield** will continue in his role as Treasurer.

I would also like to thank outgoing **Governors Lucienne Carasso Bulow** and **Sandra R. M. Gluck** for their contributions, accomplishments, and years of dedicated service on the Board.

This is an exciting time for the SMA, with numerous new initiatives underway. One notable development is our collaborative relationship with **Jus Mundi**, an AI-powered platform for legal and arbitral research. This partnership aims to expand access to SMA awards globally, showcasing what we believe are the unique and distinguished features of SMA arbitration.

2026 looks promising for the SMA. We are beginning to see the fruits of our efforts to broaden our reach into new sectors, successfully resolving disputes in the **brown water, liner, offshore and wind, trading houses, yacht and salvage** industries.

One goal for 2026 is to enhance the SMA's presence in mediation. Many practitioners, led by Christopher Nolan at Holland & Knight, have urged the SMA to more actively promote its strong expertise in mediation and its essential role in dispute resolution. I share the widely held view that mediation should be the first step in the dispute-resolution process, and believe the SMA is uniquely positioned to lead in this area.

The SMA added four new members to its ranks in 2025, namely, **Mark Newcomb**, former VP and General Counsel at ZIM American Shipping Services Company, LLC; **Bruce Richards**, former VP

at Moran Towing; **Jan Gisholt**, VP at Skuld North America, Inc.; and **Michael Mitchell**, former principal at Principal Maritime and General Counsel at Eagle Bulk. SMA membership remains one of our most distinguishing features, as, unlike other venues, commercial men and women decide SMA disputes. Our members bring extensive experience across the full spectrum of the maritime industry, enabling an understanding of its practices and customs.

Finally, I wish to thank the practitioners for their continued feedback and constructive suggestions on strengthening the SMA's dispute resolution process. The way business is conducted today has changed significantly over the years, and I am confident that, by working together, we will successfully navigate the challenges ahead and reinforce the SMA's role within this evolving landscape.

I wish everyone a healthy and happy new year.

Sincerely,

Robert C. Meehan

Bob Meehan

President, Society of Maritime Arbitrators, Inc.

1826 International Intrigue – The 200th Anniversary of New York's First Maritime Arbitration Award

By David Martowski, SMA Member, Past President

New York's first known maritime arbitration award in *The Matter of the Arbitration between Johannis Orlandos & Andreas Luriottis, Greek Deputies, of the one part, and Le Roy, Bayard & Co., and G.G. & S. Howland, of the other part*,¹ while rendered in 1826, involved all the international intrigue worthy of a 21st century political thriller. And it addressed issues currently before today's maritime arbitrators – transactional illegality, confidentiality, publication, arbitral and legal fees and costs, speed, impartiality and finality.



In early 1825, the Greek government instructed Messrs. Orlandos and Luriottis (the “Deputies”) to construct, arm and man two frigates in the US for employment in its Mediterranean campaign against Turkey.

The Deputies retained one General Lallemand (“the General”) under articles of instruction to proceed to New York in April 1825 and procure two armed frigates from the US. “Economy was important, but the utmost dispatch was infinitely more important” and “the frigates should be the strongest of the first Class; sufficient to contend with Turkish Seventy-Fours”.² Frigates were unavailable and the General, after scouring the market, entered into a contract in May with New York shipbuilders Le Roy, Bayard and Howland (“the Houses”) for the construction of two first class frigates. The ships were to be built in accordance with the rules of the US Admiralty, fully armed (artillery, shot and “smaller weapons used on board a Man of War, such as pistols, cutlasses, pikes, etc.”) and to sail promptly for Greece under the command of American officers recommended by the US Navy and manned by US sailors. The US complement would continue to serve under the Greek flag and receive their share of prizes. Greece urgently required the ships ready for sea by November 1825.

An additional article of instruction provided: “Before any arrangement is made for executing these orders by purchasing or building the frig-

ates, the two Houses to whom General Lallemand is referred, must ascertain in the most unequivocal manner, that their Government will permit the sailing of the frigates, and the enrolling of the men; and that the operation, so important to the welfare of Greece, will meet with no opposition from the Government or the laws of the United States.”³

The Houses agreed to build the warships “by day’s work” (materials purchased and work paid for as completed) under the superintendence of an experienced US naval officer. A great number of warships were being built for foreign governments and carpenters and first-class materials were at a premium. The Houses contracted with first-class shipbuilders who employed the best workmen and materials and devoted their workshops exclusively to the project. US Navy Captain W. Chauncey resigned his commission with Washington’s consent and supervised the building, equipping and arming of both ships. The keels of the *Liberator* and *Hope* were laid in July and work progressed at an exceptional pace. The Houses advanced funds as required and were reimbursed by drafts drawn on the Deputies’ London bankers.

In October 1825, the Houses estimated the ships’ final cost at US\$550,000 each and expressed concern regarding full payment or guarantee of their drafts. The Deputies were pleased with progress and assured the Houses that their drafts would be accepted. The *Liberator* was launched on 18 November and the *Hope* on 1 December.

In February 1826, the Houses forwarded their drafts to the Deputies' London banker who objected to the ships' cost. The Houses subsequently accused the banker of misconduct in attempting to obtain possession of the ships, refusing to advance funds as requested and advising the Greek government to use funds on hand to build and purchase commercial steamships rather than to pay for the frigates. The Houses' position quickly hardened and they refused to permit the ships to depart until their advances were paid or secured.

The parties appointed Jonas Platt, Henry De Rham and Abraham Ogden as arbitrators (the "Panel") and on 23 June 1826 presented a submission agreement which set forth the Houses' claims and provided that all of the parties' claims relating to the vessels would be decided; that the unanimous or majority award would be finalised within 20 days; and that the vessels would be conveyed in trust to the Panel and sold within 30 days to satisfy any award. The Panel arranged to inventory, maintain, secure and insure the vessels during proceedings.

Hearings commenced on 29 June and the Houses claimed the balances due; commissions at ten per cent; 2.0 per cent on unpaid drafts; and other damages. The Deputies admitted they were chargeable for the ships' fair and reasonable cost but objected to the Houses' commissions as excessive.

Voluminous correspondence and documentation were introduced and witnesses testified in great detail regarding the building and equipping of the frigates; the shipbuilders' exclusive devotion to the ships which were built of best white oak and completed in record time; their price comparable to other ships being built for foreign governments; that building them in so short a time resulted in expenses 25 to 30 per cent more than usual; commissions customarily charged; and legal costs.

Well into the hearings, the Deputies contended for the first time that their instructions to the Houses and the General forbade any operations without the consent of the US or contrary to its law. The Houses violated these instructions and kept the Deputies in ignorance of the illegality of equipping and fitting these fighting ships. The venture was forbidden under penalty of forfeiture by the Act of Congress of 20 April 1818 and the Deputies had the right to abandon the contract and recover all monies paid, with interest. The ships should be

regarded as a mere pledge under the submission, for repayment of monies. They contended that any commissions allowed ought not to exceed 2.5 per cent, claimed that the law charges were extortionate and denied all other claims.

The Panel barred the public from hearing arguments on the illegality issue on the grounds that since the ships were subject to seizure and forfeiture for having been built and equipped in violation of US law, this argument should not be publicly heard as it would provoke the US to enforce the law and invite common informers entitled to 50 per cent of the ships' value. It added: "If the Government had thus far winked at the proceeding, and lent their indirect aid to the enterprize; it would be ungrateful and dishonourable in the parties for whose benefit it was intended, to expose the conduct of the administration; and that it was a delicate question, as between our Government and foreign nations."⁴

Hearings were concluded on 22 July and the award was published and delivered to the parties at 9pm on 27 July 1826, holding in pertinent part:

Firstly – All actions, suits, quarrels and controversies whatsoever between the parties in law or equity, shall cease and be no further prosecuted; and each party shall bear its own costs;

Secondly – Awarded \$75,933.81 to Bayard;

Thirdly – Awarded \$80,922.52 to Howland;

Fourthly – Said ship or ships and their tackle, apparel, furniture, equipment and other property shall be sold by the Panel, first deducting its costs and charges of \$4500 (to be equally divided), and then deducting all expenses of keeping, guarding, preserving and insuring said ships until their sale, with the balances to be paid to the Houses;

Fifthly – Surplus balance shall be delivered to the Deputies free of all claims whatsoever on the part of the Houses;

Sixthly – Upon payment of due balance, the Houses shall jointly and severally *save* harmless and indemnify the Deputies, their heirs and successors, from and against all claims, demands and liens on said ships for services or materials;

Seventhly – Upon payment of balances awarded to the Houses, the parties shall mutually release

each other of all causes of action, claims and demands in law or equity; and

Eighthly — If the fund should prove inadequate to pay the Panel’s fee of \$4500 plus expenses of upkeep of the ships, the parties shall be jointly and severally bound to pay and indemnify the Panels.⁵

The Deputies requested the Panel to provide its detailed reasons, particularly with respect to its argument of transactional illegality. The Panel advised that it was inappropriate to do so until such reasons “can no longer minister to litigation; which it was the object of the submission to avoid.”⁶

The Deputies thereafter advised that the Greek government considered the award invalid and nugatory, did not recognize the Panel’s power to dispose of either vessel and would seek an injunction prohibiting their disposition.

The Panel responded that it was its duty to sell the ships and published an appropriate advertisement. The Deputies obtained an injunction staying the sale but thereafter agreed to the sale. On 11 August, the Panel sold the *Liberator* fully armed and equipped to the US Navy for \$233,570.97. It conveyed the appropriate sums to the Houses and on 30 August assigned and delivered the *Hope* to the Greek government with her armaments and equipment. The Deputies agreed to indemnify and hold harmless the Panel from all claims in law and equity which might arise or be discovered within three weeks on account of incidental expenses. The *Hope* was renamed the *Hellas* and sailed for Greece.

Although the Panel had conducted its investigation and findings in “as private a manner as the nature of the subject and the just rights of the parties would permit”, it became concerned that the dispute had received much distorted publicity, “yet without the privity or consent of the Arbitrators, and, contrary to their sense of duty and propriety.” It felt compelled to expand on the dispute and its reasons after the *Hellas*’ departure, stating that the Panel had a duty as citizens of the United States, which forbade “a wanton and unnecessary exposure of any facts which might induce a belief that our Government has connived at an enterprise forbidden by the laws of our own country, and in violation of national neutrality.”⁷

They issued a Report of the Evidence and Reasons of the Award on 25 October 1826, with the prefato-

ry comment that the building and equipping of the *Hope* and *Liberator* have “long been the subject of ominous mystery to some, and of deep interest and solicitude to many of our fellow citizens.”⁸ Their reasoning followed:

The Deputies did not have a right to rescind the contract. They were bound to know that by the law of nations it was unlawful for the US government to “permit the sailing of the frigates, and the enrollment of the men” for hostilities against the Turkish government, a country at peace with the US. The US was obliged to enforce that general law (as its duty of executing the Act of Congress). The same duty of neutrality was imposed on every nation of the world. Yet the Greeks determined to build frigates in foreign countries. If they could not do it in the United States, where did they expect to do it? We think it not a forced construction, to infer, from the language and spirit of that article, that the Deputies meant, that the agents here should ascertain unequivocally that our government would refrain from any exertion of authority, and secretly favour the enterprise. Whether the agents did unequivocally ascertain this disposition in the government? whether the operation has met no opposition from the government or laws of the US? and whether the *Hellas* has been ‘permitted to sail, and to enroll her men?’ are delicate questions; and we deem it unnecessary to discuss or weigh the evidence on those points. The duty of these houses, and General Lallemand, in relation to our government, required great circumspection, fidelity, and address. How far the duty has been successfully performed, the public will now judge.”⁹

The Panel questioned whether the mere existence of the Act of Congress was within the spirit of the additional article of instruction given to the General and the Houses.

It held that any right to rescind the contract was waived by the Deputies’ silent acquiescence when the Houses and the General expressly advised the Deputies by letter in February 1826 that the ships could be seized for having been built in violation of law. The Deputies were bound to elect either to rescind or to affirm the contract and to give notice in the event of electing to rescind. The Greek representative travelled to the US and consulted counsel, yet never intimated rescission, although he was well aware that the Houses were completing construction of the ships. Any intention to rescind was first stated by the Deputies’ counsel in expressing

this defense at the 12 July hearing. The Deputies previously admitted on 6 July their liability for the fair, actual cost of the ships and mainly objected to the Houses' commissions. Their election to affirm the contract was irrevocable and conclusive and their submission implied their ratification of the contract and the parties agreed to have their claims under it, assuming it was a valid agreement.

The Panel concluded that the transaction was illegal as against the law of nations. "If the government authorized, or assented to it, the offence was national; if the government did not permit it, then it was an individual transgression, which the government had a right to arrest and defeat. We are also decidedly of opinion, that this enterprise was within the purview, and subject to the penalties of the third section of the Act of Congress of 20th of April, 1818. The ships and materials were liable to seizure and condemnation under that act: and therefore the agents had no secure lien, as in ordinary commercial agencies, in building ships, etc. In reality the houses had no security, which could be enforced; except so far only, as they had money in hand, or confirmed credits; and as soon as the monies were vested in the ships, or materials, or armaments, the whole was liable to forfeiture. Besides, every intelligent man knows, that of all chattles, a large ship of war, is of least value as security, in proportion to its costs."¹⁰

With respect to commissions, the Panel noted that in ordinary circumstances, commissions for building and repairing ships varied from 2.5 to 5 per cent and that the general rule according to mercantile usage was not to exceed this range unless by express stipulation. However, ordinary usage did not govern as the Houses' agency was not within the ordinary range of commercial transactions. "Here was a special confidence of a political as well as commercial character. The houses with General Lallemand were, in fact, diplomatic agents, in a very difficult and deliberate affair with our government; whether that part of their agency has been discreetly and successfully accomplished; and whether they have procured the favour of the government in the manner contemplated in their instructions, is a point on which we express no opinion." The Deputies were acting on instructions and were not personally liable under the contract, as the real parties were the government of Greece and the Houses.¹¹

The Panel held that commercial usage requiring an express stipulation where more than ordinary commissions are chargeable did not apply in this case because of the distance between the contracting parties, and the "indispensable expedition required, did not reasonably admit of a previous stipulation in regard to the rate of commissions. It would have occasioned delay (what could have been 'more injurious to the cause of Greece')" — and the General was held to have agreed to ten per cent commissions definitively stated by the Houses, due to his silence and acquiescence. The Houses were entitled to reasonable commissions considering all the circumstances, and each House was awarded ten per cent upon one ship.

The Panel considered Captain Chauncey's involvement indispensable and held his and the master ship-carpenters' compensation reasonable. Charges of the subcontractors were also held reasonable as they had abandoned all other work, and their exceptional dispatch. The Panel also awarded interest, one per cent damages on the protested bills and other incidental damages.

The Houses' legal fees [\$900] were held reasonable for drafting contracts for a complicated transaction where time was of the essence, protesting non-payment and providing an opinion on the transaction's legality.

The Panel added that the Deputies contracted for more ships and steamboats than they were able to pay for, and the *Hope* and *Liberator* cost much more than anticipated. The Houses' expenditures were closely examined for waste, possible deceit and misconduct, and held reasonable. Building by day's work was reasonable because no builder would contract for a gross sum, given the time constraints. This basis made it impossible to calculate precisely their final cost. It was also unjust to compare the fair price of the frigates with government-built ships, as the government could practice more economy, purchase at lowest rates when it chose, had spacious yards and workshops, had timber already cut to molds, and employed its own officers and specialists for which the Houses charged commissions.

The Panel's fees at \$4500 reflected services as arbitrators as well as trustees, labor, risk, neglect of their business and the complexity of the case, noting: "Our path has been rugged, and thorny, and arduous; and we have met few cheering conso-

lations by the way.”¹² It also noted that the parties’ counsel had charged \$1500 each for their services and “we do not perceive that those Counsel fees have shocked the moral sense of the community.”¹³

In conclusion, the Panel stated what might serve as the mantra for today’s arbitrators: “As Arbitrators, we endeavored to conform to the established rules of law and equity. We considered ourselves bound to decide, according to the evidence before us and we did not suppose we had a right to settle the balances of these accounts, with any reference to the merits of the war between the Greeks and the Grand Seignior. We feel, in common with our fellow-citizens, a deep interest in the cause of Greece, against her bloody and ferocious tyrants; but we disclaim all right to indulge generous sympathies, at the expense of either of these parties ...”

“In conclusion, we freely admit the probability, that in deciding on the multifarious and complicated questions of law and fact in this great controversy; we have committed many errors. We were bound to hear the parties with patient attention; and to examine and decide with impartiality, with firmness, and with the best efforts of our understanding. We are conscious of having thus discharged our duty: and we are responsible for nothing more. We know that we are heirs of human frailty, and daily experience admonishes us of our own fallibility: but standing on the solid ground of truth, and conscious rectitude; we submit our conduct, and our motives, to the enlightened discernment, and the candid judgment of our Country.”

Editors’ Note: As mentioned at the beginning of this article, the *Hope* was renamed *Hellas* and sold to the Greek navy where it was the pride of its fleet for several years. A well-preserved and detailed wooden model of the *Hellas* sits on the first floor of the National Yacht Club of Greece in Piraeus as you enter that building from the parking lot. Two images of that ship model are provided below.

1 *Report of the Evidence and Reasons of the Award between Johannis Orlandos & Andreas Luriottis, Greek Deputies, of the one part and to Roy, Bayard & Co., and G.G. & S. Howland, of the other part* (New York, 25th Oct 1826) (Not Officially Reported).

2 *Id.* at 18 and 22.

3 *Id.* at 12.

4 *Id.* at 37.

5 *Id.* at 40.

6 *Id.* at 44.

7 *Id.* at 1-2.

8 *Id.* at 1.

9 *Id.* at 50-51.

10 *Id.* at 53.

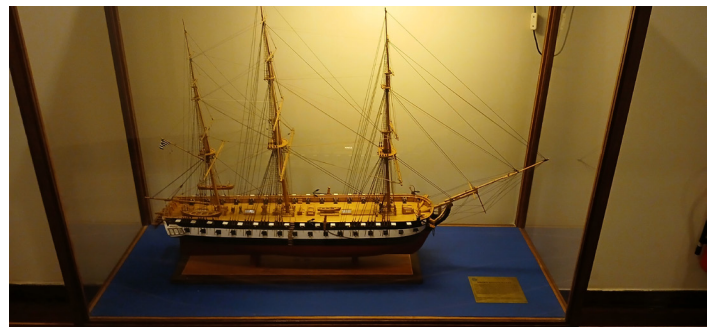
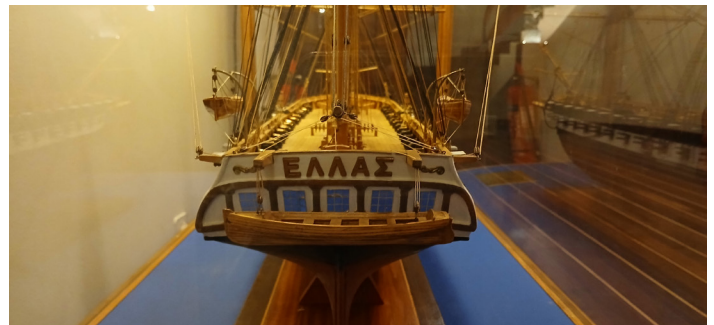
11 *Id.* at 52-53.

12 *Id.* at 66.

13 *Id.* at 67.

14 *Id.* at 56 and 69.

My thanks to Donald Zubrod, former President of the SMA, for providing me with a copy of the report, the New York South Street Seaport Museum’s Mary Pelzer-Cabrera, volunteer and Jeff Remling, Curator of Collections and Director of Operations, for locating the engraving of the USS *Hudson* (ex *Liberator*) appearing at the start of this article; and Dr. William Dudley, Director of the US Naval Historical Center, Washington DC, for consenting to its publication.



Service of Process in Arbitration Enforcement Actions

By G. Evan Spencer, Associate, and Noe S. Hamra, Partner, Blank Rome LLP

Maritime disputes often find their way to arbitration. Whether the arbitrations are sited in the

United States or another country, collection of arbitration awards frequently requires that the prevailing party initiate a civil lawsuit to recognize and enforce the arbitration award in a U.S. federal court. In instances where the award debtor is foreign, serving process pursuant to U.S. rules often presents a significant hurdle to enforcing the award.

Rule 4 of the Federal Rules of Civil Procedure (“FRCP”) provides that service of process can be effected on a foreign defendant by any internationally agreed means that is reasonably calculated to give notice or, if no such agreed means exists, by service reasonably calculated to give notice that is in compliance with the foreign country’s laws or in a manner otherwise not prohibited by that country’s laws or international agreement. Without effective service of process, U.S. courts are usually reticent to award a default judgment, and may be forced to grant a motion to dismiss under FRCP Rule 12(b).

The most common internationally agreed means of service arises under the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“Hague Convention”). The Hague Convention provides for service through a ratifying country’s Central Authority, which is the governmental body designated to facilitate service of process. Service via the Central Authority is reliable and relatively cost effective, but can take a significant amount of time—sometimes more than six months—to accomplish, leading to increased delay and expense in enforcement actions.

Adding to the complexity of Hague service, some countries that have ratified the Hague Convention maintain objections to specific provisions. For example, China, Germany, South Korea, and Brazil object to Article 10(a), and thus do not permit service by mail. Japan, on the other hand, objects to Article 10(b) and (c), so does not agree to service through Japanese judicial officers or officials. The resulting morass of rules and protocols, even among member countries, frequently and frustratingly leads to ineffective service of process in enforcement actions.

For those countries that have not ratified the Hague Convention and have not adopted another internationally agreed means of service (such as the Inter-American Convention on Letters Roga-

tory and Additional Protocol), local laws governing service of process can make the process anything from impractical to impossible. Often, local laws prohibit service by reliable and cost-effective means like personal service or service by mail, leaving creditors practically without the ability to enforce the award in the United States.

Fortunately, by its enactment of the Federal Arbitration Act (“FAA”) the U.S. enjoys a strong policy favoring arbitration, which has resulted in an alternative option—service as provided for in the arbitration agreement.

In 2021, the Western District of North Carolina denied a motion to dismiss under FRCP Rule 12(b)(5) for insufficient service of process where the plaintiff failed to effect Hague Convention service on an international defendant.¹ The Court held that service by e-mail and mail was sufficient for two reasons. First, the FAA provides that actual notice is sufficient when, during the underlying arbitration, the defendant consented to personal jurisdiction in the enforcing court. Second, the arbitration rules governing the underlying arbitration allowed for service of an action to confirm an arbitration award to be made by mail and e-mail. This case highlights the importance of paying close attention to the service requirements set forth in the underlying arbitration rules.

The *TVL International* arbitration was governed by the American Arbitration Association (“AAA”) Commercial Rules, including Rule 43(a), which provided that:

Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, *for any court action in connection therewith, or for the entry of judgment on any award made under these rules may be served on a party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held[.]*

More common in maritime disputes, however, are arbitrations under the Society of Maritime Arbitrators (“SMA”) or the Houston Maritime Arbitrators Association (“HMAA”). Like the AAA Rule 43(a), Rule 35 of the SMA Maritime Arbitration Rules provides that:

Wherever parties have agreed to arbitration under these Rules, they shall be deemed to have consented to service of *any papers, notices or process necessary to initiate or continue an arbitration under these Rules or a court action to confirm judgment on the Award issued. Such documents may be served: (a) by mail, including email, . . . or (b) by personal service.*

In contrast to AAA and SMA, the HMAA rules do not speak to service of enforcement actions, leaving parties to rely only on Federal Rule 4 and the FAA.

As a result, the inclusion of an SMA arbitration clause with SMA Rule 35's explicit authorization of service by mail—including by e-mail—provides critical clarity on what constitutes valid service in arbitration-related court proceedings. Importantly, Rule 35 covers not only the service of arbitration documents and notices but also petitions to recognize and enforce or confirm an award in court, ensuring that all procedural steps are governed by the agreed-upon methods. This modernized approach—validating e-mail service—aligns with contemporary communication practices and significantly reduces ambiguity and the risk of procedural objections.

By reducing procedural hurdles relating to service, SMA Rule 35 enhances both the enforceability of SMA awards and the efficiency of converting those awards into binding court judgments. That makes including or incorporating a specific service provision an especially prudent and commercially sound choice in arbitration clauses, providing parties with predictability and confidence in enforcement proceedings.

¹ *TVL International, LLC v. Zhejiang Shenghui Lighting Co., Ltd.*, CIVIL ACTION NO. 3:19-CV-393-RJC-DCK, 2021 WL 830181 (W.D.N.C. March 4, 2021).

Progress of the SHIPS for America Act

**By Charlie Papavizas, Partner & Chair,
Maritime Practice, Winston & Strawn LLP**

Major U.S.-flag merchant marine promotion legislation was re-introduced in the U.S. Congress in

the spring of 2025 known as the “SHIPS for America Act.” That legislation was first introduced in December 2024. The legislation is poised for a major push next year in the second session of the current Congress to become law.

The U.S. government has a long history of supporting the U.S.-flag merchant marine going back to the enactment of discriminatory tariffs enacted in 1789 favoring U.S.-flag vessels. The two world wars accelerated that attention resulting in landmark legislation, particularly the Merchant Marine Act, 1920 and the Merchant Marine Act, 1936.

The 1936 Act established a system of operating and construction subsidies intended to put U.S. vessel owners on par with foreign owners. That Act, limited for a long time to vessels in liner service, was expanded in 1970 to cover certain bulk vessels in irregular service. In 1982, the Reagan Administration announced that it would not issue any new subsidy contracts and the programs petered out over time. By 2001 all the operating subsidy agreements had run their course. As of September 30, 1982, the 1936 Act supported about 170 U.S.-flag vessels engaged in international trade (which was most of the vessels engaged in overseas international trade).

The effective repeal of the 1936 Act started a period of a decline in the U.S.-flag fleet trading internationally which was arrested, to some degree, by the enactment of that Maritime Security Act of 1996. The Maritime Security Program or MSP initially supported 47 vessels and was expanded in 2003 to 60 vessels – as it is today. Subsequently, a 10-vessel tanker and a 2-vessel cable vessel companion programs were created. The Tanker Security Program is poised for expansion to at least 15 vessels based on pending legislation. As of June 2025, the U.S. Maritime Administration shows an active fleet of 94 U.S.-flag vessels over 1,000 gross tons engaged in international trade.

The rise of the China maritime industry particularly in the last decade drew policy attention to how the United States should respond. One response was a U.S. Trade Representative investigation under section 301 of the Trade Act of 1974. That section authorizes the USTR to act against unfair trade practices. USTR concluded in January 2025 in the Biden Administration that fees should be imposed to counter China and the Trump Administration USTR imposed such fees on Chinese-built

and Chinese-controlled vessels in April to take effect on October 14, 2025.

A second response was the drafting and introduction of the “Shipbuilding and Harbor Infrastructure for Prosperity and Security for America Act” or “SHIPS for America Act.” The original co-sponsors of the SHIPS Act were Senators Mark Kelly (D-AZ) and Todd Young (R-IN) and Representatives Trent Kelly (R-MS) and John Garamendi (D-CA). Thus, from the beginning the legislation was bi-partisan and bi-cameral. Numerous companies and organizations signed on the support the legislation including the Navy League of the United States, the AFL-CIO Transportation Trades Department, the Shipbuilders Council of America, and the National Defense Transportation Association.

The SHIPS Act is written as a comprehensive and momentous attempt to support and grow the U.S.-flag fleet in the international trade – much like the 1936 Act. The SHIPS Act would continue the dual goals which have existed in law since the 1920 Act to both support a U.S.-flag fleet for national security purposes and to have a fleet as an economic hedge that would carry a “substantial portion” of U.S. international commerce.

In the Senate, the original SHIPS Act was split into two bills – one dealing with all matters other than tax matters and a second tax-focused bill. In the House, only one bill was introduced. One potential stumbling block is that the bill in the House was referred to a dozen committees given the breadth of the laws that would need to change to effect fundamental change.

The crown jewel of the SHIPS Act is the creation of a Strategic Commercial Fleet over ten years of 250 vessels to consist over time of entirely U.S.-built vessels. The U.S. government would open for competition the support payments needed both to build a vessel in the United States and operate it in the U.S. registry. The 1936 Act separated the operating and construction subsidies and fixed them periodically based on an analysis by the government of the difference between U.S. and foreign costs. The Maritime Security Act fixes the operating subsidy amount periodically by law and does not require that participating vessels be built in the United States.

The SHIPS Act also contains separate tax incentives for shipyards and vessel owners as well as

several provisions intended to bolster the maritime labor force including attracting more people, enhancing training, and reducing licensing and certification burdens. The SHIPS Act leaves the existing MSP, TSP, and CSP programs alone and includes a provision giving vessels in those programs priority for U.S. government-generated cargoes under the cargo preference laws.

Funding for the SHIPS Act programs would come from a newly created “Maritime Security Trust Fund.” Existing tonnage taxes and light money and the new China 301 fees would all go into the Trust Fund which would be dedicated to the SHIPS Act programs.

The last major response to the China maritime rise was an Executive Order issued by the President on April 9, 2025 entitled “Restoring America’s Maritime Dominance.” That EO primarily called for further study including the formulation of a “Maritime Action Plan” or “MAP.” That plan was due in early October and reportedly has been written and remains under internal Administration review. Release of the MAP may occur early in 2026.

The SHIPS Act has been open for co-sponsorship and as of the writing of this article there are 14 co-sponsors in the Senate including the original sponsors and 118 co-sponsors in the House of Representatives including the original sponsors. To date, the co-sponsors are relatively evenly split between Republicans and Democrats.

Although no direct hearing has been held on the proposed legislation Senator Dan Sullivan (R-AK), Chairman of the Commerce Committee Coast Guard and Maritime Subcommittee, held a hearing on October 27 on related commercial shipbuilding issues. Witnesses and members of the committee generally expressed support for both the SHIPS Act and for the President’s maritime EO.

In anticipation of the entry into force of the section 301 fees, the Chinese government announced its own retaliatory fees applicable to U.S.-flag vessels entering Chinese ports. On November 1, 2025, President Trump and President Xi Jinping of China entered into a trade agreement that included a one-year suspension of the section 301 fees and the retaliatory Chinese fees commencing on November 10, 2025.

It remains unclear how the SHIPS Act or any similar MAP program to support U.S. shipbuilding

and U.S.-flag vessel operations will be affected by the one-year suspension. That is the case because the section 301 fees were intended to provide a substantial funding source into the new Maritime Security Trust Fund for the SHIPS Act.

It also remains unclear how the bill will fare in the 2026 session of the 119th Congress. Senator Young, for one, is optimistic. On October 27 he said although “time isn’t our ally,” “there is growing political will not to accept the status quo” and “there’s momentum to pass our bill and send a message that the U.S. is serious about revitalizing our commercial maritime industries and countering China’s dominance over the oceans.”

SMA Award Service ... At-a-Glance

The M/T CHEM SIRIUS [SMA 4392]: Abandoned NOR

*By Robert C. Meehan, Manager Chemical Dept.,
McQuilling Partners, and SMA President*

This arbitration arose from a demurrage claim by Ace Quantum Chemicals Tankers [hereinafter ‘owner’] against Nordic Trading A/S [hereinafter ‘charterer’] under an ASBATANKVOY charter party dated September 14, 2017, involving the M/T CHEM SIRIUS [hereinafter ‘the Vessel’]. Owner contended it was owed demurrage of \$42,540.47 plus interest, attorney fees, and costs. Charterer contended that owner’s claim should be denied in full and requested to be awarded their attorney and costs.

The bone of contention dealt with owner’s unique method of calculating laytime. Owner did so by counting laytime commencing six hours after the Vessel tendered its Notice of Readiness [NOR] upon arrival at the port of Houston. This method was consistent with charter party terms. Owner continued counting laytime throughout the Vessel’s stay in Houston, including time used while the Vessel waited for other berths for other charterers. Owner ended time counting when the hoses were disconnected at charterer’s berth, Vopak.

Owner then deducted the time used while the Vessel performed load and discharge operations for other charterers at the other Houston berths. Charterer acknowledged that laytime should commence upon the expiration of six hours after the Vessel tendered its NOR, but claimed owner abandoned its tender to charterer’s berth when the Vessel shifted to another berth for other charterers. Charterer asserted that laytime should only then commence when the Vessel ‘re-tendered’ to Vopak, ready to load.

Before reviewing the parties’ arguments, it is essential to have a general understanding of the parcel and chemical business. The parcel and chemical tanker trades are comparable in some respects to the container liner service. Like the container trade, many chemical tanker owners offer regular services for bulk chemicals by providing scheduled sailings on major trade lanes, such as between the U.S. Gulf and European ports. These tankers are equipped with separate tanks, lines, and pumps able to carry anywhere from eighteen to over forty different types of chemicals. Considering the number of products these vessels can carry, a typical parcel chemical voyage involves several charterers calling multiple load ports and discharge ports, and berths within those ports. It is industry custom and practice that once a vessel arrives at a particular port, it tenders its NOR to all the contracted berths within the port. Tendering the NOR is crucial to the charter party, as it not only triggers laytime or demurrage with the owner but also fulfills the charterer’s initial obligation of providing a vessel to its supplier and receiver. The NOR also initiates berthing procedures with the terminal.

Most times, the vessel rotation within the port is at the owner’s option. The owner will typically instruct the vessel to proceed to the first available berth. Once hoses are disconnected from the prior berth or when the vessel arrives at the anchorage, the vessel retenders its NOR to the remaining berths. This process ensures updated berthing queues and continues until the vessel completes all cargo operations within the port. When dealing with demurrage, the NOR is a decisive provision for the charterer in its contract with its supplier and receiver. Generally, aside from any provision to the contrary, the supplier and receiver are contractually obligated to provide the charterer with a berth reachable on arrival, i.e., unoccupied. Berth

occupancy constitutes a breach of this obligation, shifting any demurrage exposure waiting to berth from the charterer to its supplier or receiver. This breach allows the charterer to seek reimbursement for any time lost waiting to berth. However, abandoning an NOR by shifting to another berth results in the vessel losing its standing in its berthing queue, challenging charterer's ability to recoup any waiting time.

It is against this backdrop that the captioned award will be discussed. The CHEM SIRIUS is a fully stainless-steel chemical tanker able to segregate twenty [20] different grades of chemicals. The Vessel likely had multiple charterers on board, however, for our discussion, we will consider that there were three charterers on board: Nordic from Vopak, another from Exxon Baytown ["Baytown"], and a third from Kinder Morgan.

The Vessel was fixed on September 14 to load 1,200 MTs of ethylidene norbornene from one safe berth in Houston, to load at the Vopak terminal, for discharging at one safe berth in Antwerp. The vessel laycan was September 15/25, the allowed laytime was 38 hours Total SHINC, and the demurrage rate was \$19,500 per day/pro-rata. At the time of fixing, the Vessel was already in Houston, having arrived on September 8, and was performing loading and discharging operations for other charterers. According to the charter party terms, the parties agreed that the earliest time the Vessel could tender its NOR was on the first day of the laydays, which owner promptly did by tendering its NOR at 00:01 hours on September 15.¹ In addition to Nordic's berth at Vopak, the vessel had cargo operations at two other berths, namely Baytown and Kinder Morgan. When the Vessel tendered its NOR to Vopak, it had already been on tender to Baytown since 14:42 hours on September 14, representing the time the Vessel completed its cargo operations at its prior berth, LBC terminal. Rather than shift to Vopak, however, which was available, owner decided to continue waiting for Baytown to become available. Owner's decision to wait to berth at Baytown before proceeding to Vopak complied with the charter party terms.² Later that day, the Vessel shifted from the anchorage to Baytown at 20:06 hours. After completing loading, the Vessel returned to the anchorage and, as both remaining berths were occupied, re-tendered to Vopak and Kinder Morgan at 16:12 hours on September 17. Kinder Morgan became available first, and the Ves-

sel departed the anchorage for this berth at 09:42 hours on September 19. After completing at Kinder Morgan, the Vessel returned to the anchorage and re-tendered its NOR to the charterer's berth, Vopak, at 16:00 on September 20, and waited for the berth to become available. The Vessel departed the anchorage for Vopak at 18:36 hours on September 20 and completed loading and disconnected hoses at 11:06 hours on September 21. Owner's decisions in deciding the order of berthing complied with the agreed charter party terms, which neither party disputed.³

Owner claimed demurrage of \$42,540.47 on the basis that laytime commenced at 06:00 hours on September 14 and ending at 11:06 hours on September 21 when the hoses were disconnected after completing loading, less the time used while performing operations at Baytown and Kinder Morgan. To address charterer's objections regarding Baytown, owner subsequently revised its claim to \$31,449.84 by excluding the 14 hours when the Vessel could have gone to Vopak but chose to wait for Baytown. Owner's position was that once the Vessel had tendered its initial NOR to Vopak, its only obligation was to deduct time spent in connection with loading and discharging cargos for other charterers, contending there was no provision in the charter party preventing the calculation of laytime in this manner. Owner referenced the decisions in *The 'LADYLIKE', SMA 3345 [1997]* and *Stolt Tankers v. Landmark Chemicals S.A.* [the '*STOLT SPUR*'] [2002] Lloyd's Rep 786, supporting its position. Moreover, owner claimed that, by proceeding to Kinder Morgan, it reduced charterer's potential demurrage exposure, arguing that, had the Vessel remained idle, charterer would have borne the entire Vopak delay.

Charterer contended no demurrage was due because owner "abandoned" its NOR, resulting in the Vessel losing its position in the Vopak berthing queue. After abandoning the tender by shifting to Baytown, Vopak designated three other vessels ahead of the CHEM SIRIUS. Charterer argued that owner's decision to abandon the NOR was the proximate cause of the Vessel not berthing at Vopak before 11:06 hours on September 21. Further, charterer countered that owner's mitigation contention was misguided because owner's decision to wait for Baytown availability clearly delayed the Vopak berthing until September 21, increasing charterer's demurrage exposure.

Charterer claimed the *'LADYLIKE'* and *'STOLT SPUR'* decisions were distinguishable, and countered that those decisions supported its defense that no demurrage was incurred. The panel in the *'LADYLIKE'* noted the charterer in that case was not able to demonstrate that its terminal became available while the *'LADYLIKE'* was working other cargos. Charterer in the instant case concluded that if a charterer can demonstrate that the root cause of a delay was the owner's decision to work other charterers' cargos [i.e., the intended berth becomes available in the interim and causes the vessel's loss of turn], then demurrage is not recoverable.⁴ Addressing the *'STOLT SPUR'*, charterer stated that, unlike this arbitration, the *'STOLT SPUR'* did not lose her turn in the lineup when she decided to work for other charterers.⁵ Nordic also raised a 'fault of owner' argument, noting that the law is well settled that, in addition to charter party exceptions to laytime, delays due to 'fault of owner', a non-contractual exception to laytime, are also excepted. Charterer contended that the NOR lost legal effect when the Vessel shifted to other berths to serve other charterers. It argued this decision was the proximate cause of the delay and relied on the 'fault of owner' principle, referencing the *'SKOMAVER'*⁶ as a classic example of laytime or demurrage being excepted due to 'fault of owner' in interrupting the cargo operation for its own purpose.

The sole arbitrator upheld that owner was not in breach and was entitled to its claimed demurrage, ruling that owner's decision to manage terminal rotation fell within its contractual discretion. The arbitrator dismissed charterer's 'fault of owner' argument and found that owner's rotation decision was permissible under the charter party, and therefore there was no breach by or 'fault' of the owner. The arbitrator considered the decisions in the *'LADYLIKE'* and *'STOLT SPUR'*, concluding they were generally in accord with deciding in owner's favor, and did not dictate a different result.

This arbitration underscores the classic conflict between strict charter party interpretation and industry practice within the complex landscape of the parcel chemical trade. Owner succeeded in part because its rotation choices were not in breach of the charter party terms. However, while owner acted within its charter party rights, its decision to delay berthing at Vopak without consulting charterer materially prejudiced charterer's

commercial position. As a result, charterer had to bear the full demurrage burden.

The sole arbitrator opined that, by proceeding to the Kinder Morgan berth, owner reduced charterer's demurrage exposure. The point overlooked here, however, was, as charterer contended, that the NOR lost legal effect when the Vessel shifted to other berths to serve other charterers. Industry custom and practice carry interpretative weight. In this instance, both parties to this arbitration were experienced chemical tanker owners and were thus well aware of the industry's practice in calculating laytime and demurrage. The cynics might conclude that owner validated its awareness of industry practice by deciding not to abandon its tender to Baytown and proceed to Vopak on September 15. The commercial approach to mitigating charterer's demurrage exposure, would have been for owner to request permission to 'abandon' the tender and, if accepted, proceed to another available berth. I would add that this approach is also common industry practice.

Evidence of custom may be admissible both for interpreting express terms and as the basis for implying terms into the contract. The customs of a trade which regulate the performance of the contract, but do not change its intrinsic character, are tacitly incorporated in the contract, though not expressed in it, on the ground that the parties to the contract must be presumed to have contracted with reference to such customs.⁷ In general, commercial parties to a contract do not negotiate with the primary aim of avoiding breach; rather, they negotiate based on reasonable expectations of performance. When the unexpected occurs, resolution is most often found through transparency and common sense. In commercial practice, adherence to established industry norms and standard behaviors typically guides parties toward practical, mutually beneficial solutions.

1 ASBA Clause 6. NOTICE OF READINESS. Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give the Charterer or his agent notice by letter, telegraph, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime, as hereinafter provided, shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a seaload or discharging terminal and all fast when loading or discharging alongside a wharf), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice or readiness for any reason over which Charterer

- has no control, such delay shall not count as used laytime.
- 2 Rider Clause II. ROTATION / COMPLETION
The Owner has the right to carry completion cargo for own and/or outside account, but guarantees to give full and complete segregation to the part cargo referred to in Part I (E) hereof and to use a separate line and pump for it. Rotation of loading and discharging ports to be in Owners option however always in geographical rotation.
- 3 *Ibid.*
- 4 Submission of Nordic Tankers, Argument I, “No Demurrage is owed because the root cause for the vessel’s delay in berthing at Vopak was owner’s voluntary decision to load ExxonMobil’s cargo which concomitantly resulted in the vessels loss of priority in the Vopak queue.”
- 5 *Ibid.*
- 6 *THE SKOMAUVER*, 297 F. 746, 753-755 (2d Cir. 1924).
- 7 *Scrutton on Charterparties and Bills of Lading*, (22nd Ed.), Page 24, I-071.

U.S. Seizure of the M/T SKIPPER Off Venezuela: How Lawful Was It?

By Benjamin Robinson, Attorney, Chalos & Co., New York

On December 10, 2025, U.S. Coast Guard and FBI personnel boarded and seized the oil tanker M/T SKIPPER in waters off the coast of Venezuela, marking one of the most significant maritime enforcement actions against “shadow fleet” vessels in recent years. The vessel was originally designated by OFAC under the name ADISA in November 2022, and is alleged to be part of an evasive oil trade that funneled revenue to the Islamic Revolutionary Guard Corps-Qods Force and Hezbollah. At the time of seizure, SKIPPER had loaded approximately 1.8 million barrels of Venezuelan heavy crude and was digitally manipulating its tracking signals to falsely indicate it was sailing off the coast of Guyana while also falsely flying the Guyana flag. The seizure raises fundamental questions about the scope of U.S. maritime authority and the legal basis for seizing vessels and cargo on the high seas.

Can the U.S. Board a Non-U.S. Vessel Outside of Its Territorial Seas?

It was legally essential that the boarding of SKIPPER was led by a U.S. Coast Guard Maritime Secu-

rity Response Team (MSRT). The Coast Guard’s boarding authority statute, 14 U.S.C. § 522, is unique in U.S. law. It authorizes the Coast Guard to “make inquiries, examinations, inspections, searches, seizures, and arrests upon the high seas and waters over which the United States has jurisdiction, for the prevention, detection, and suppression of violations of laws of the United States.” As a result of the high-seas language, the authority extends well beyond the twelve-nautical-mile territorial sea, reaching into international waters.

The statute grants Coast Guard boarding officers the power to board any vessel “subject to the jurisdiction, or to the operation of any law, of the United States” and to use “all necessary force to compel compliance.” Unlike land-based law enforcement officers who generally require a warrant, Coast Guard personnel can board and inspect vessels without a warrant or suspicion.

The scope of this authority is not unlimited, however. Under international law, particularly the United Nations Convention on the Law of the Sea (UNCLOS), vessels on the high seas are generally subject to the exclusive jurisdiction of their flag state—the country where they are registered. As a result, states generally cannot unilaterally board and enforce domestic law against foreign-flagged vessels outside their own coastal waters unless UNCLOS provides an exception for doing so.

Stateless Vessels

The key to the legal framework for the SKIPPER boarding lies in the vessel’s registration status. According to maritime intelligence reports and international ship registries, the SKIPPER was falsely flying the Guyana flag and was therefore a stateless vessel. Guyana had notified the International Maritime Organization that it de-listed the ship following advocacy group listings and American sanctions. This designation as “stateless” proved crucial to the legal justification for the seizure.

Under UNCLOS and customary international law, vessels “without nationality” are treated as stateless vessels and, therefore, outside the protection of any country. When a vessel falsely claims registry under a flag it does not legitimately hold, or refuses to show any flag at all, states have the “right of visit,” allowing their officials to stop and inspect the ship on the high seas. This right of visit

permits warships to verify a vessel's nationality, and if doubts remain after checking its documents, engage in a more extensive boarding.

Multiple sources confirmed that this was the international law rationale supporting the boarding. A senior Trump administration official described it as a “judicial enforcement action on a stateless vessel.” The deliberate misrepresentation of flag state—something believed to be a common tactic among “shadow fleet” operators to evade sanctions—effectively stripped the SKIPPER of the legal protections normally afforded to vessels on the high seas.

What Authority Does the U.S. Have to Seize a Ship and Its Cargo?

While boarding authority establishes one element of lawfulness, the ability to seize a vessel and its cargo requires further authority. The seizure of SKIPPER was authorized in a [warrant](#) issued pursuant to 18 U.S.C. §§ 981, 982, 2332b(g)(5), and 2339B(a)(1), which authorize the seizure of “all assets, foreign or domestic, of any individual, entity, or organization engaged in planning or perpetrating any Federal crime of terrorism against the United States, citizens or residents of the United States, or their property.”

These statutes, found in U.S. counterterrorism laws, provide the government with powerful tools to act against terrorist financing networks. The warrant specifically cited the vessel's identification by the Treasury Department's Office of Foreign Assets Control as being used in an oil shipping network supporting Hezbollah and the Islamic Revolutionary Guard Corps-Qods Force, both State Department-designated foreign terrorist organizations. According to the Justice Department, the IRGC uses proceeds from petroleum distribution to fund its terrorist networks.

The warrant was issued by a federal magistrate judge in the District of Columbia on November 26, 2025—more than two weeks before the actual seizure. The U.S. Attorney's Office for the District of Columbia obtained an order unsealing the seizure warrant, and the Coast Guard executed the warrant after boarding the vessel as it traveled on the high seas after departing Venezuela.

The statutory authorities cited in the warrant represent a convergence of asset forfeiture laws

and counterterrorism statutes. Section 2339B prohibits providing material support to designated foreign terrorist organizations, while sections 981 and 982 authorize civil and criminal forfeiture of property involved in illegal activities. By framing the vessel and its cargo as assets supporting terrorism, the government established a legal basis for forfeiture under federal law.

Can the U.S. Seize Any Sanctioned Vessel?

Following the SKIPPER seizure, maritime operators are prone to ask: does every vessel on OFAC's sanctions list face potential boarding and confiscation? The answer comes from the underlying legal authority for nearly all sanctions enforcement, particularly the International Emergency Economic Powers Act (IEEPA). While IEEPA does authorize blocking transactions, freezing bank accounts, and prohibiting U.S. persons from dealing with sanctioned entities, it does not contain a generally applicable seizure and forfeiture provision like those under which the SKIPPER warrant was issued. While these are impactful measures, they do not transfer title in property.

The absence of a seizure and forfeiture provision actually distinguishes IEEPA from its predecessor, the Trading with the Enemy Act (TWEA), which did include “vesting” authority for permanent seizure during wartime. Congress deliberately omitted these powers from IEEPA when enacting it in 1977 because IEEPA was designed for peacetime emergencies. With no seizure or “vesting” authority, sanctioned vessels are not subject to the type of seizure carried out on SKIPPER.

However, IEEPA operates through blocking and freezing mechanisms, not seizure authority. The statute does not contain a provision authorizing the government to physically seize and confiscate property. Blocking freezes property in place and prohibits transactions, while seizure involves taking physical custody and control. This distinction is crucial: violations of IEEPA sanctions programs alone cannot give rise to seizure like that of the SKIPPER. A vessel that violates sanctions by carrying prohibited cargo or conducting transactions with sanctioned entities may be subject to penalties, fines, and blocking designations, but IEEPA itself provides no mechanism for the government to board and seize the vessel on the high seas.

The seizure of M/T SKIPPER underscores how our understanding of what the law allows can be shaped by ordinary practice rather than the law itself. It is a compelling reminder that legal authorities exercised day in and day out by maritime states can be applied more creatively to accomplish what at first blush appears to be outside law's reach. The U.S. leveraged three key legal elements: the Coast Guard's broad boarding authority under 14 U.S.C. § 522, the vessel's stateless status under international maritime law, and terrorism-related asset forfeiture statutes that reach beyond typical IEEPA sanctions enforcement and act against the threat perceived in the "shadow fleet."

While the operation demonstrates sophisticated use of existing legal authorities, it also highlights unresolved tensions in international maritime law. The step from establishing statelessness and boarding rights to full seizure and confiscation occurs in what scholars describe as a "jurisdictional grey zone"—an area where domestic law claims authority but international law principles remain unsettled. The precedent set by the SKIPPER seizure suggests that shadow fleet vessels operating with falsified registrations face not merely financial penalties but physical interdiction and asset forfeiture, fundamentally altering the risk calculus for sanctions evasion. Yet this enforcement model depends critically on the combination of statelessness, terrorism connections, and domestic judicial process—a formula that may not apply uniformly to all sanctioned vessels.

Know Your Counterparty – The Pitfalls of Undisclosed Principals

By Charlotte Bijlani, Partner, Dispute Resolution and Head of Dubai Office; Natalie Jensen, Partner, Dispute Resolution; Amir Mahdavi, Senior Associate, Dispute Resolution; Haya Al Bawab, Senior Associate, Dispute Resolution; Gabriela Benavides, Associate, Dispute Resolution; James Lehmann, Associate, Dispute Resolution; and Emma James, Associate, Dispute Resolution, Watson Farley & Williams LLP

It is not always easy to navigate the complex ownership and management structures of commercial vessels, given the numerous parties often involved.

The Commercial Court recently delivered an interesting ruling as to the identity of charterparty owners in a jurisdictional challenge. The court's judgment in *White Rock Corporation Ltd ("White Rock") v. Middle Volga Shipping Company ("Middle Volga") and North Global Denizcilik Ithalat Ve Ihracat Ticaret Limited Sirketi ("North Global")* [2025] EWHC 2089 (Comm) serves as a salient reminder of the importance of clearly identifying contractual counterparties.

Background

A charterparty for four vessels was fixed on 25 March 2022. The recap identified White Rock as charterers and referred to the registered owners "as per attached Q88". The Q88 forms noted that Hai Ocean was the registered owner of one of the vessels and Global Logistics & Heavy Industries Inc ("GLHI") was the registered owner of the other three vessels. North Global was referred to in the Q88 forms as the "disponent owner", as well as the technical and commercial operator. Middle Volga was not mentioned in the Q88 forms.

Only three of the four vessels were delivered to White Rock under the charterparty and following a collision involving one of the remaining vessels, they were – between March 2023 and February 2024 – withdrawn from charter service.

On 25 March 2024, almost a month after the withdrawal of the last of the delivered vessels, White Rock issued a claim form against Middle Volga and North Global, seeking US\$12.6m for wrongful withdrawal of three of the vessels and non-delivery of the fourth.

Having been served with the claim form, Middle Volga issued an application under CPR Rule 11(1) challenging jurisdiction on the basis that, as they were not party to the charterparty, they were not bound by its English jurisdiction agreement.

The question at hand for the Commercial Court was "*whether the Charterers have established a good arguable case that they had contracted with Middle Volga by the terms of the Charterparty, by which Middle Volga was bound by the English jurisdiction agreement.*"

The Parties' Submissions

Middle Volga submitted that they were not the contracting party with White Rock, and that White Rock had no arguable case that North Global intended to contract as agent for Middle Volga. Their arguments included the following:

1. the charterparty signed by White Rock makes clear that the contracting parties are White Rock and North Global;
2. nothing in the invoices suggested North Global was acting as an agent only (for Middle Volga);
3. there is a strong presumption that a party described as “owner” is the contracting party responsible for chartering the vessel – relying on the decision in *Humble v Hunter* (1848) 12 QB 310;
4. the Q88 forms expressly describe North Global as “disponent owner”, which would be “squarely inconsistent” with Middle Volga being a contracting party; and
5. there were head charterparties agreed between Middle Volga as owner and North Global as charterer, which is inconsistent with White Rock’s position that Middle Volga chartered the vessels directly to White Rock.

White Rock submitted that they believed that they were chartering from Middle Volga, with North Global as only the commercial and technical managers for the vessels. They put forward arguments that:

1. Middle Volga was the registered owner of three of the vessels and disponent owner of the fourth;
2. the head charterparty between North Global and Middle Volga was either not a genuine document or a sham to give the appearance that Middle Volga was not the direct charterer to White Rock. As a result, North Global was acting as agent on behalf of Middle Volga, with the latter being an undisclosed principal;
3. the timing of the charterparty, being very shortly after the Russian invasion of Ukraine on 24 February 2022, meant that there was every incentive for documenta-

tion not to reflect reality given that Middle Volga was a Russian company; and

4. the issued Protocols of Delivery each stated Middle Volga as the owner.

Decision/Analysis

The Commercial Court held that Middle Volga had the better of the argument in support of its case that it was not a contracting party to the charterparty with White Rock and therefore the Court did not have jurisdiction. The decision highlighted:

1. the designation of North Global as “disponent owner” of the vessels on the Q88 forms, such that the vessels had been chartered from Middle Volga and onwards to White Rock;
2. the recap stating that “owners confirm that the vessel has no connection with Russia including but not limited to commercial ties”, which was indicative of an intention that Middle Volga was not a contracting party; and
3. the Protocols of Delivery – the only documents supportive of White Rock’s position – would not be outweighed by the other contractual documents which supported Middle Volga’s position.

On the position as to undisclosed principal, the Commercial Court referred to the comments made in *The Magellan Spirit* [2016] about the presumption that a person named in a contract is the principal and convincing proof being needed in order to displace that presumption and establish that the named person was contracting on behalf of an undisclosed principal. The court here clarified that the first step was for it to consider the terms of the contract in question and if required, to then examine the surrounding circumstances. Its conclusion was that the contract indicated that the contracting party was North Global, not Middle Volga and the surrounding circumstances made the position even clearer.

Key Takeaways

- The case provides a useful reminder of the position as to undisclosed principals and the Commercial Court’s strict approach on

this point.

- Equally, the Commercial Court is willing to maintain a commercial approach when considering the identity of contractual parties and is prepared to look beyond the contract if necessary.
- This decision provides a salient lesson for parties to maritime contracts to ensure maximum clarity in their contractual provisions with respect to party identification and the need for consistency in identifying the contractual relationship in other documentation, such as invoices and protocols of delivery.

Copy-Paste Verdicts – The Cost of “Shortcuts” in Arbitration

By John Zadkovich, Partner; Christine Ong, Partner at Virtus Law; Aloysius Liu, Associate, Stephenson Harwood

The Singapore courts have been regularly recognised for their pro-arbitration stance, rooted in the policy of minimal curial intervention and an attitude of refraining from undue interference with the arbitral process. A recent judgment of the Singapore Court of Appeal, in *DJP and Others v DJO*¹, confirms that despite the high threshold of set-aside applications, the courts, mindful of the finality and confidentiality in arbitration, remain prepared to take an active role in safeguarding the integrity of the arbitral process.

Background

On 8 April 2025, the Singapore Court of Appeal handed down its decision to uphold the annulment of an ICC Award in a railway dispute issued in 2023 against an Indian public sector company, as most of the Award was found to be ‘copied and pasted’ from other cases.

At least 212 of the 451 paragraphs (47%) of the Award were found to be undisputedly copied from

two other arbitral Awards, which were used as ‘templates in drafting the Award to a very substantial degree’. These arbitrations involved the same respondent and were also presided over by the same arbitrator. As a result of the plagiarism, the Award relied on judgments and submissions which were not raised by either party, whilst it applied the wrong *lex arbitri* to the issues of interest of costs.

In the first instance decision², the respondent applied to set aside the Award on the following basis:

- The tribunal failed to independently assess and apply its mind to the issues at hand, constituting a breach of the arbitral proceedings.
- The tribunal acted in breach of natural justice.
- The Award was contrary to Singapore public policy.

The appellants argued that the extent to which the tribunals had copied material from the related Awards was by way of “shortcut”, and did not have any impact on the outcome of the arbitration.

The Appeal Holding

Whilst issues of judicial plagiarism have previously come before the court³, this marks the first time the Court of Appeal had the opportunity to address them.

Without delving into the correctness of the decision, the court set aside the Award, for being made in breach of the rules of natural justice: (i) adjudicators’ duty to be disinterested and unbiased, and (ii) parties must be given an opportunity to be heard. The court also provided valuable judicial guidance on the factors which may constitute the appearance of bias:

- **Failure to recognize distinctions between different proceedings:** Not properly appreciating or addressing the unique aspects of different sets of proceedings.
- **Uniform resolution of common issues:** Consistently resolving similar issues in the same manner across different cases, which may suggest prejudgements.
- **Structure and presentation:** The structure and presentation of the reasoning gives the

impression that new arguments were not considered with openness or subjected to fresh analysis.

- **Technical errors:** Presence of technical errors in the decision, which may indicate the approach taken in its preparation.

Together, it was held that these issues would have led a reasonable, fair-minded observer to conclude that the integrity of the process had been compromised.

The court also emphasised the expectation of equality in arbitration and the significance of the information asymmetries, which can further jeopardise its integrity. In the particular case, while the respondent and president of the tribunal were involved in the related arbitrations, the claimants and rest of tribunal were not, resulting in unequal access to information and knowledge between the two parties and members of the tribunal. Moreover, the Award was based on such material without allowing the parties to address it in their submissions.

PRACTICAL TAKEAWAYS

The fine lines of plagiarism

Whilst reference and reliance on legal precedents is fundamental to the operation of common law, the Court of Appeal decision acts as a firm reminder to adjudicators to actively steer away from biases through considering cases afresh. The court also drew an important distinction from litigation since the confidential nature of arbitration makes it far more difficult to detect whether an Award has been copied.

The court clarified that the issue at hand was not merely the act of copying and pasting, but the fact that, in this case, it revealed the judges' apparent and anchoring biases, impeding the parties' right to a fair trial. The court also highlighted the significance of the source and nature of the material extracted, making a distinction between adjudicators who reproduce sections of the parties' submissions or related Awards and instances where content from academic sources or factual synopses is copied without proper citation. While the former may indicate a lack of engagement with the issues, the latter, although unprofessional, is unlikely to constitute a breach of natural justice.

Choosing the right arbitrator

Notably, the court's unusual decision to name the arbitrators raises the vexed issue of balancing the inherent confidentiality of arbitration with the practical value of transparency and accountability. Such transparency can assist arbitration users in making informed choices based on an arbitrator's competence and reputation. This is especially valuable in circumstances where parties must select their tribunal, often with limited information or insight. The judgment also urges parties involved in a series of similar disputes, particularly those with related parties, to be alive to information asymmetries between the parties and the tribunal when making their selection.

With thanks to Constantina Stavrou, a trainee solicitor in the dispute resolution team, for her assistance on this article.

1 [2025] SGCA(I) 2

2 [2024] SGHC(I) 24

3 [2014] 3 SLR 180, [2019] SGHC 132

Lessons on Set-Aside Applications in Singapore from Recent Cases

By Jelita Pandjaitan, Partner; Andrew Battisson, Partner; Rebecca James, Partner; and Clara Tung, Associate, Linklaters Singapore Pte. Ltd.

Throwing “*the kitchen sink*” and a “*scattershot approach*” – these are some of the colourful phrases that the Singapore courts have recently used to describe ill-founded attempts by award debtors seeking to set aside arbitral awards.

The Singapore courts are known for their pro-arbitration stance, and this position has been manifest in a series of recent decisions on applications to set-aside awards. We take a short look at what may be learnt from these.

Setting a high bar

Two decisions illustrate, in particular, that, generally speaking, set-aside proceedings may get short shrift where they are simply an attempt to air general grievances, or to otherwise obfuscate the process, because the applicant is unsatisfied with the result. For example:

- In *Haide Building Materials Co Ltd v Ship Recycling Investments Inc* [2024] SGHC 222, arising from an aborted sale of a vessel, the applicant applied to set the award aside on the basis of breach of natural justice, fraudulent evidence, departure from agreed procedure, and bias [26]. The application was dismissed on all fronts, and the Court took the opportunity to “register a concern at what has increasingly become a prevalent practice in setting aside applications”, which was to “adopt a blunderbuss approach to their grounds of challenge, throwing everything but the kitchen sink (and often the kitchen sink itself) at the award and the tribunal” [3]. The court echoed the frustration expressed by the English courts in the recent decision in *MEX Group Worldwide Ltd v Stewart Owen Ford and others* [2024] EWCA Civ 959 at applicants presenting “a long shopping list” of unmeritorious complaints, warning that this could lead to the applicant being perceived as “the proverbial boy who cried wolf” [4]. In this case, the Court found, amongst others, that it was entirely proper for the Tribunal to have decided the case on certain arguments which it considered dispositive, and that there was no irregularity in not going on to consider other arguments that had been rendered academic [38].
- *Swire Shipping Pte Ltd v Ace Exim Pte Ltd* [2024] SGHC 211 also concerned a shipping dispute. Here, the complaints by the applicant centered around allegations concerned with the tribunal’s treatment of evidence and submissions. The Court, in dismissing the application, emphasized the principle of “minimal curial intervention” in arbitral awards [1], arising from the fact that the parties have, in choosing arbitration, “made a considered and informed choice in their contracts to limit the role of

the courts when it comes to resolving their disputes” [4]. Interestingly, this conclusion was reached despite issues with the way in which the award was expressed (variously described as “convoluted and tortuous”, and “a labyrinthine tome that would test even the most stout-hearted” [132]).

A nuanced approach?

- In the cases outlined above, the Court found no basis to set aside the awards. However, where there is a genuine issue, it might be that there is flexibility to avoid the drastic option of entirely setting aside the award. *Vietnam Oil and Gas Group v Joint Stock Company (Power Machines - ZTL, LMZ, Electrosila Energomachexport* [2024] SGHC 244, is an example. The dispute concerned whether an EPC contract had been validly terminated under Vietnamese law. The Tribunal found that the contractor had done so by way of a second, valid, notice of termination which overrode a first, invalid notice, notwithstanding its express observation that neither of the parties’ Vietnamese law experts had specifically dealt with this particular scenario [30]. The employer then applied to set aside the findings on liability and damages on the basis of breach of natural justice and excess of jurisdiction. The Court agreed that the Tribunal’s decision on termination constituted a breach of natural justice and had “no nexus” to the parties’ pleaded cases. However, it declined to set aside the finding or the award, because the Tribunal had made many other findings of which there was no reason to set aside. Instead, the Court exercised its discretion under Article 34(4) of the UNCITRAL Model Law (incorporated into Singapore law) to suspend the setting aside proceedings and remit the termination question to the tribunal [48].

Comment

Both *Haide* and *Swire Shipping* in particular underscore the high threshold for setting aside an award in the Singapore courts. In the latter case, the result might be thought to seem a little hard-edged given the concerns which the court

expressed with the drafting of the award. That is, however, a manifestation of the fact that set aside proceedings must, to an extent, reflect the overall policy of finality and efficiency behind arbitration, or otherwise risk simply becoming a second bite at the cherry. The court also took the opportunity to warn tribunals away from undue “*due process paranoia*” in the drafting of their awards.

The Court’s approach in *Vietnam Oil* is also interesting for different reasons. Remission is a power which, generally, is less commonly invoked. The Singapore courts have previously indicated that remission would be appropriate where the relevant defect pertained to “*a single isolated or stand-alone point*” (*BZW and another v BZV* [2022] 1 SLR 1080 at [66(c)]), and/or “*one amongst other severable issues*” the latter of which were not impugned, such that it would “*not be sensible, appropriate, or proportionate to set aside the entire award*” (*CKG v CKH* [2021] 5 SLR 84 at [65]). There is also the issue of whether the relevant defect was indicative of the Tribunal’s unfitness to continue the hearing, in which case the matter should not be remitted (*BZW* at [67], citing the English case of *Secretary of State for the Home Department v Raytheon Systems Ltd* [2015] 159 ConLR 168 at [11], where remission was considered inappropriate and the award set aside, because of a risk in that case of the same Tribunal reaching a similarly irregular result). It will be interesting to see the extent to which, in set-aside applications in Singapore, the power to remit awards is, in the future, used to avert the more drastic measure of setting aside of the entire award in appropriate cases.

Focus on SMA Members

New Members

The SMA continues to broaden its membership with members from different professional backgrounds. Mark E. Newcomb and Bruce D. Richards were welcomed as new members of the SMA this year.



MARK E. NEWCOMB

Mark E. Newcomb brings with him several decades of experience in the U.S. and international containership trade. His considerable knowledge of that sector of our industry will bolster the SMA’s capabilities to address any supply-chain disputes involving containership service agreements, connecting carrier agreements, NVOCC exposures, and intermodal disputes which have become prevalent in the aftermath of the 2020 pandemic and related supply-chain stresses.

Mark is the Principal of Roadstead Maritime & Admiralty, providing consultation and support for maritime risk management, claims, insurance, regulatory compliance, and alternative dispute resolution matters for vessel owners, charterers, underwriters, and other related entities in the maritime and intermodal transportation space. Mark is also Of Counsel with Woods Rogers Vandeventer Black LLP in Norfolk, Virginia, where he focuses upon consultation and support for the firm’s maritime clientele, while also mentoring Associates within the Maritime and Transportation practice.

From 2013–2024, Mark served as Vice President and General Counsel for ZIM American Shipping

Services Company, LLC. As the principal legal advisor for all of ZIM Integrated Shipping Service Ltd.'s operations in North America, the Caribbean and Central America, he provided advice and support for three Vessel Operating Common Carriers, two Non-Vessel Operating Common Carriers and thirty agencies, representing nearly half of ZIM Integrated Shipping Services Ltd.'s worldwide business. He also served as Corporate Secretary, led ZIM American's U.S. statutory and regulatory compliance programs (e.g., FMC, USCG, USCBP) and served as ZIM American's primary point of contact for all federal and state entities. Mark also supervised claims and litigation response for vessel, cargo and personnel casualties, including assertion of force majeure in response to Super Storm SANDY, management of a number of General Average and Salvage incidents, and limitation of liability in a wide range of vessel and cargo losses.

Prior to joining ZIM, Mark worked as Legal Counsel / Safety & Security Officer for CMA CGM (America) LLC, and prior to that, as counsel with Davey & Brogan, P.C., a boutique maritime and admiralty firm in Norfolk, Virginia.

Mark received his Bachelor of Science degree from the U.S. Naval Academy in 1981 and served 20 years in the U.S. Navy, first as a Surface Warfare Officer and, after obtaining his J.D. from the College of William and Mary, Marshall-Wythe School of Law, as a member of the Judge Advocate General's Corps. Over the course of his naval career, Mark served as an Anti-Submarine Weapons Officer and Navigator at sea, defense counsel and prosecutor in courts-martial, and staff counsel for various surface warfare and aviation staffs, including assignment as Staff Judge Advocate for an Aircraft Carrier Battle Group home-ported in Yokosuka, Japan. Mark is a Proctor Member of the Maritime Law Association of the United States and served on the Association's Board of Directors from 2020-2024. Mark and his wife, Joni, live in Williamsburg, Virginia.



BRUCE D. RICHARDS

Bruce D. Richards has been a fixture at Moran Towing Corporation for nearly 50 years. Fortunate to have been in the right place at the right time, Bruce's career with Moran began as the company was transitioning from a ship docking and towage provider to an integrated marine transportation company. A second-generation Moran employee, Bruce worked aboard company tugs during summer recess while attending St. John's University.

Upon graduation in 1976 and having enjoyed tug boating for the previous two summers, he realized that working on company tugs was not only a great experience but a wonderful opportunity. Bruce went on to earn a USCG license in 1979 and worked both within New York Harbor and offshore.

During this period, Bruce would meet his future wife Pati, a student nurse aboard the LILA WALLACE, a barge operated by the philanthropic Floating Hospital Foundation. The barge's mission was to provide health care and educational services to needy New Yorkers and each weekday morning a Moran tug would pull up alongside and escort the barge, its crew and patients out for a scenic, relaxing, daytime cruise around New York Harbor.

Bruce came ashore in 1980, first working as a marine dispatcher and then moving into a contract administrator role while Moran transitioned from a predominantly ship docking and towage company to an integrated marine transportation provider. Working in the organization at a time when the coastal tug and barge industry would begin to experience rapid growth.

As he progressed through the Moran ranks, Bruce championed a wide range of projects, leading Moran's acquisition programs for liquid and dry

cargo, as well as acquisition of over \$500 million in new and previously commissioned transportation assets. From 1991 until 2023, he led the commercial operations and chartering team at Moran as its Vice President of Marine Transportation.

Bruce is experienced in tanker and dry bulk chartering and charter party construction, and has particular interest in laytime and demurrage, towage agreements and vetting issues. As a long-time subscriber to the SMA award service, he credits those written opinions with guiding him to write better charter party clauses.

He serves as a Vice President at Moran, working on special projects and mentoring the younger members of the organization. Bruce is particularly pleased to work with a large number of young professionals that began their careers at Moran and have now gone on to successful positions with a variety of maritime organizations.

Spotlight on the SMA

New York City Bar Association Admiralty Committee Dinner, December 16, 2025. SMA Past President and Member, **David Martowski** was invited to give a presentation at the New York City Bar Association Admiralty Committee Dinner, held at the NYC Bar Association. His presentation, “My Fifty-Seven Year Love Affair with Admiralty Practice”, consisted of four parts: (1) Welcome Aboard - Sink or Swim, (2) *Vino Veritas*, (3) Organized Crime on the Waterfront, and (4) Governmental Partnerships. The dinner was one of the best attended Admiralty Committee events of the year with maritime law practitioners from around the country, P&I Club representatives, and a number of SMA Members on hand to listen to David’s “war stories” and usher in the holidays.



Laina Boris-Murphy of NorthStandard, SMA Past President and Member David Martowski, Allison Skopec of Holland & Knight and NYC Bar Association Admiralty Committee Chair, and SMA Vice President George Tsimis.

Martin Ottaway Holiday Party, New York Yacht Club, New York City, December 14, 2025. Martin Ottaway, one of the oldest maritime engineering consulting and surveying houses, which was founded in 1875, celebrated the holiday season and its 150th year in business at the iconic Model Room of the New York Yacht Club with a crowd of over 300 people from all areas of the maritime industry. SMA Members **George Tsimis**, **Mark Newcomb** and **Mike Monahan** joined fellow SMA Member and host, Martin Ottaway marine engineering consultant **Alan E. Colletti** and the other attendees to toast Martin Ottaway’s sesquicentennial and ring in the holiday season.



Left to right: SMA Member Mark Newcomb, SMA Vice President George Tsimis, Martin Ottaway marine engineering consultant and SMA Member Alan E. Colletti, SMA Member Mike Monahan.

4th Annual Marine Money Finance Forum, December 2, 2025, Four Seasons Hotel, New Orleans, Louisiana. The SMA was pleased to support the 4th Annual Marine Money Finance Forum in New Orleans, which coincided with the International Workboat Show, where the conference presented a program entitled “Dealmaking in the Jones Act and U.S. Flag Markets.” SMA Immediate Past President **LeRoy Lambert** joined 350 attendees for a program including presentations by a wide range of industry stakeholders, including Acting MARAD Administrator San H. Yi, who spoke to the Federal government’s commitment to rebuild U.S. shipyards and reinvigorate the Merchant Marine, and Tom Anderson, President of U.S. Shipbuilding, Hanwha Defense USA and Charles Salmon of Hanwha Shipping, subsidiaries of the company which recently purchased the Philadelphia Shipyard, affirming its commitment to construction of commercial vessels in the United States.

Left to right: SMA Immediate Past President Leroy Lambert, Marine Money’s Mike McCleery, and Will Baldwin of Jones Walker.



4th Annual Marine Money Conference, New York City, November 21, 2025. SMA President Bob Meehan and SMA Governor **Dan Schildt** were pleased to attend the Marine Money Conference in New York on November 21. The program included an afternoon session: “Maritime Claims, Arrest & Recovery in the USA: What Every Lender Needs to Know”. The program was moderated by **Frank Nolan** and included presentations by **Robert Toney** and **Alan Swimmer** of National Maritime Services, **Robert Denig** of Holland & Knight, **George Cornell** of the American Club, and **Ed Floyd** of Floyd Zadkovich. The SMA thanks Marine Money, the presenters, and the sponsors for yet another great program.



SMA President Bob Meehan.

35th Annual Fort Lauderdale Mariners Club Insurance Seminar, October 28, 2025, Fort Lauderdale, FL. On October 28th, SMA Member and Yacht Committee Chair **Charles Anderson** attended the 35th Fort Lauderdale Mariners Club Insurance Seminar, held in conjunction with the Fort Lauderdale International Boat Show. With over 600 people in attendance this year, the Seminar represented a significant cross section of the major players in the yacht industry, including insurers, brokers, maritime lawyers, yacht owners and managers, and surveyors. The SMA’s sponsorships of the golf outing and seminar were gratefully acknowledged and clearly increased our visibility in the yacht community. Charlie was honored to be the keynote speaker for the conference and spoke about the *SS United States* and the evolution of maritime transportation from ocean liners to cruise ships. SMA Friend & Supporter, **James Mercante** (see picture on next page), gave a warm introduction for the keynote address in his inimitable style, which all of us at the SMA greatly appreciated.

Thanks to the efforts of fellow SMA member **Michael Monahan**, Charlie and Mike were also able to

attend the **6th Super Yacht Americas 2025** conference on October 29th, hosted by Mare Forum and the Cayman registry in Fort Lauderdale. The conference provided an interactive forum for yacht owners and builders, lawyers, flag and port state representatives, brokers, banks and media to exchange ideas about the future of yachting. The event provided another excellent opportunity for networking and marketing the SMA’s dispute resolution capabilities.



Left to right: James Mercante introduces Charlie Anderson; Charlie delivering his presentation at the Fort Lauderdale Mariners Club Insurance Seminar.

Maritime Law Association Fall Meeting, October 15–18, 2025, Intercontinental Hotel, Washington, D.C. SMA Vice President **George Tsimis** and SMA member **Mark Newcomb** joined more than two hundred MLA members from across the country in committee meetings and panel presentations which focused on U.S. government trade policy, legislation, regulation, Federal Maritime Commission rulings and Federal court decisions affecting the breadth of the U.S. maritime industry. Despite the limitations presented by the ongoing shutdown of the Federal Government, the MLA organized and executed an engaging and informative conference, and we congratulate the Association’s leadership and conference committee on their success. During the MLA’s General Meeting on Saturday, October 18, ABA TIPS Immediate Past Chair, **Chris Nolan** (Holland & Knight) announced that there would be a special Arbitration and ADR program celebrating the 100th Anniversary of the Federal Arbitration Act during the MLA’s Spring Meeting in New York (May 2026). The SMA will be a key partner with the MLA in organizing and presenting that program.



Left: SMA Vice President George Tsimis; Mark Newcomb, SMA Member. Right: MLA 2d Vice President Lynn Krieger; SMA Vice President George Tsimis; Casey O'Brien, Amazon; Dan Tadros, Shipowners Claims Bureau, Inc.; MLA President Grady S. Hurley.

Various P&I Club Visits, June 25–26, 2025, Piraeus, Greece. SMA Vice President **George Tsimis** met with three IG P&I Club offices in Piraeus during his June 2025 visit to give his presentation entitled: “Maritime Arbitration in London and New York – SMA & LMAA – Key Differences.” George met with key executives and team members from local offices of the NorthStandard on June 25, and then with Gard P&I and Britannia P&I on June 26. Each session was well received and included common refrains of “I didn’t know that” from the most seasoned and experienced lawyers in these Club offices. The SMA will endeavor to make more presentations like this one to other Club offices in Piraeus and worldwide, as well as owners, operators, charterers, commodities traders and ship brokers in the near future.



Left to right: Britannia P&I’s Mira Milouseva (Fleet Manager), Dale Hammond (Director), SMA Vice President George Tsimis, Ruth Dresser (Fleet Manager), and Danai Manta (Fleet Manager).

Maritime Law Association Spring Meeting, April 30 – May 2, 2025, Intercontinental Hotel, Washington, New York, New York. The Maritime Law Association held its Spring Meeting in New York, holding its Opening Reception at the New York Yacht Club, attended by President **Bob Meehan**, Vice President **George Tsimis**, Immediate Past President **LeRoy Lambert** and a number of Members. On May 1st, the MLA Arbitration & ADR Committee met at the midtown Manhattan office of Holland &

Knight and reenacted the first New York maritime arbitration award issued in 1826, nearly 200 years ago in connection with *The Matter of the Arbitration between Johannis Orlandos & Andreas Lurriotis, Greek Deputies, of the one part, and Le Roy, Bayard & Co., and G.G. & S. Howland, of the other part.* **Peter Skoufalos** of Brown Gavalas & Fromm LLP and **Jim Hohenstein** of Hohenstein & Parkinson LLP presented oral arguments of the parties and **Robert Shaw, Molly McCafferty** and **LeRoy Lambert** played the roles of the arbitrators and deliberated openly in front of the committee meeting attendees to discuss the issues that the panel had faced back in 1926. **Chris Nolan**, the Committee Chair and partner at Holland & Knight, hosted and moderated the reenactment, which was attended by several SMA members and officers.



Left: Immediate Past President LeRoy Lambert and SMA Vice President George Tsimis. Right: Humera Ahmed of LISCR, Matthew Mihaly of Cox Wootton (San Francisco), MLA 2d Vice President Lynn Krieger of Cox Wootton, and SMA Vice President George Tsimis.



Top Row, Left to right: Peter Skoufalos, James Hohenstein, Christopher Nolan, Casey O'Brien, Lindsay Sakal, Ifigeneia Xanthopoulou; Bottom Row, Left to Right: Robert Shaw, Molly McCafferty, and LeRoy Lambert

ABA TIPS Admiralty Disruption Conference, March 14-15, 2025, New Orleans, Louisiana. The SMA served as a sponsor of the Admiralty Disruption Conference, held at the Intercontinental Hotel. SMA Past President **LeRoy Lambert** served on the panel “Survivor’s Guide to Marine Casualties – Preparation to Resolution.” SMA Secretary **Molly McCafferty** also participated in a panel of P&I Club executives discussing recent claims trends, and SMA Governor **Müge Anber-Kontakis** was a panel speaker on economic sanctions. Also attending the conference was SMA Vice President **George Tsimis**.



Left: SMA Immediate Past President LeRoy Lambert. Right: SMA Vice President George Tsimis, SMA Governor Müge Anber-Kontakis, SMA Secretary Molly McCafferty, SMA Immediate Past President LeRoy Lambert.

New York City Bar Association Admiralty Committee Dinner, April 15, 2025, New York, New York.

SMA member **Charles Anderson** was invited to make a presentation to the New York City Bar Association’s Admiralty Committee on March 11, 2025 to the NYCBA Committee about efforts to conserve the ocean liner *SS United States*.



SMA MONTHLY LUNCHEONS

December 12, 2025. On December 10th, the SMA hosted its annual Holiday Luncheon at 3 West Club in NYC, just steps away from the iconic Rockefeller Center Christmas tree. It was a well-attended event, full of cheer to welcome the upcoming holidays. President Bob Meehan addressed the crowd, thanked everyone who joined us to celebrate, and wished everyone a happy holiday season ahead.



Left: SMA Membership Committee Chair Gil Landy, President Bob Meehan, SMA Governor Müge Anber-Kontakis, and SMA Vice President George Tsimis. Right: Ed Keane, Past President LeRoy Lambert, and SMA Members Dick Corwin and Soren Wolmar.



Left: Past President and SMA Treasurer Jack Warfield, Past President Lucienne Bulow, and Barry Parker. Right: SMA Office Manager Patty Leahy, President Bob Meehan and Past President and SMA Governor Robert Shaw.

November 13, 2025. SMA Member **Mike Mitchell**, former General Counsel of Eagle Bulk Shipping, **Aleck Burrell**, Managing Director of Crisis24, and **Paul Cox**, a retired FBI Hostage Negotiator also with Crisis 24, discussed experiences and lessons learned from recent piracy incidents in the Gulf of Guinea and the attacks by Houthis off the coast of Yemen.



Left: Mike Mitchell at the podium; Right, Luncheon attendees.

October 8, 2025. **Annie Lesperance**, Head of Americas for Jus Mundi, presented her talk entitled “Signal in the Storm with Jus Mundi: AI Powered Maritime Arbitration on Legal Seas” to a well-attended luncheon held at 3 West Club.



Left: Attendees and Annie Lesperance at the Podium; Right: SMA President Bob Meehan and Annie Lesperance.

September 10, 2025. Our members only luncheon was held at the 3 West Club. Notably, it was the first meeting of the Association since our Annual Meeting in May. President **Bob Meehan** spoke to

Members, discussing our continuing efforts to increase the SMA's footprint in maritime dispute resolution, particularly in the container ship, tug and barge, offshore energy/wind generation, and salvage sectors, as well as further development of SMA mediation practice.



Top left: SMA President Bob Meehan; Top right: Charles Anderson, Jan Gisholt, Dick Corwin and Sandra Gluck; Bottom: Dr. William H. Moore, Mark Newcomb and Molly McCafferty, SMA Secretary.

May 14, 2025. The Annual General Meeting of the SMA was held at the 3 West Club with about 40 SMA Members attending. **Robert (Bob) Meehan** was elected as President, and **George J. Tsimis** as Vice President, for two-year terms. Bob Meehan succeeded **LeRoy Lambert**, who completed an exemplary four-year term and will continue to serve on the Board of Governors as an ex officio member. With George Tsimis' election as Vice-President, the position of SMA Secretary was vacated and **Molly McCafferty** agreed to serve in that role. **James Warfield** will continue to serve as Treasurer.

Louis Epstein, Müge Anber-Kontakis, Daniel J. Schildt and **Robert G. Shaw** were re-elected to two-year terms as Governors, joining **Austin L. Dooley, Daniel M. Gianfalla, Anne Summers** and **Molly McCafferty**. As President, Bob Meehan had the privilege of appointing two Governors to one-year terms, naming **Ilarion Marr** and **Evangelos Venturas** to the Board.

President Meehan and the entire Association thank outgoing Governors **Lucienne Carasso Bulow** and **Sandra R. M. Gluck** for their contributions and accomplishments after years of service on the Board.



Left: SMA Vice President George Tsimis, SMA President Bob Meehan, and SMA Immediate Past President LeRoy Lambert. Right: SMA Officers, Board of Governors, Committee Chairs and Members.

UPCOMING EVENTS

SMA Luncheons*:

January 14, 2026: SMA Member **Mark Newcomb**, Principal, Roadstead Maritime & Admiralty / Of Counsel, Woods Rogers Vandevanter Black LLP will discuss "Arbitration and the Shipping Act: A Course Forward" regarding FMC and arbitration, dispute mechanisms under the Shipping Act and how we might strengthen arbitration agreements. This will be a buffet lunch held at the New York offices of K&L Gates LLP located at 599 Lexington Avenue.

February 11, 2026: The SMA will hold a joint luncheon with the Connecticut Maritime Association at the 3 West Club where **Carleen Lyden Walker** of Morgan Marketing & Communications / IMO Goodwill Maritime Ambassador will present.

NOTE: If you are not receiving information about SMA luncheons and want to be added to the list, then please contact **Patty Leahy, the SMA's Office Manager, at pleahy@smay.org*

Other Industry Events:

TIPS Admiralty & Maritime Committee Meeting & Seminar, Tampa FL, January 30, 2026. The ABA's TIPS Admiralty & Maritime Committee meeting and seminar will be held on January 30, 2026 in Tampa. SMA Vice President **George Tsimis** will be a panelist discussing "Florida Arbitral Considerations and Implementation of ADR Clauses in Marine Contracts". The discussion will be moderated by **Christopher Nolan** of Holland & Knight and **Svetlana Gitman** (American Arbitration Association), **Carl Ginsberg** (Ginsberg ADR Group) and **Laura Block** (Ascot Insurance Company) will be panelists. Further information about the meeting

and seminar can be found at <https://events.americanbar.org/event/a3864a13-9c47-4936-b7c5-cl20b73edeee/summary>.

32nd Annual HACC-NACC Shipping Conference, New York, NY, February 10, 2026. The 32nd Annual HACC-NACC Shipping Conference will be held at the Apella by Alexandria Conference Center and the theme of the conference will focus on “US Shipping Policy and Shaping the Future of International Shipping.” The SMA will be a proud sponsor of this long-standing event, jointly organized by the Hellenic-American Chamber of Commerce and the Norwegian-American Chamber of Commerce. Several SMA Members are expected to attend, speak or moderate on the panels being presented. Additional information regarding the panels to be presented and registration details can be found at <https://www.haccnaccshippingconference.com/>

CMA Shipping Expo & Conference, Stamford, CT, March 9–11, 2026. The Connecticut Maritime Association (CMA) Shipping Expo & Conference is scheduled to take place at the Doubletree by Hilton Hotel in Stamford. This annual three-day conference is the largest shipping convention in the United States and brings owners, operators, shipyards, engine manufacturers, salvage companies, and shipping industry service providers from around the country to showcase their businesses and participate in robust discussions regarding the bulker and tanker markets, as well as cutting edge subjects such as the geo-political outlook and shipping, U.S. policy on the shipping industry, and other related topics. Several SMA members will be attending and participating in the conference. It is anticipated that the SMA will once again be a key sponsor of the event in 2026. Registration and additional information regarding the upcoming conference are available at: www.cmashippingevent.com

ICMA XXIII, Singapore, March 22–27, 2026. Established in 1972, the International Congress of Maritime Arbitrators (ICMA) provides a forum for maritime arbitrators and lawyers from around the world to exchange views and news of professional interests. It serves as a cornerstone event in the calendar of maritime arbitrators and maritime professionals globally. It is anticipated that the conference will host delegates from 26 countries and will feature approximately 100 or more presented papers. The conference will be held at the

Shangri-La Singapore and more information about the program for the conference, as well as registration can be found at the following link: <https://www.icmaarbitration.com/icma2026/icma-xxiii.html>

Tulane’s 31st Biennial Admiralty Law Institute Seminar, March 25–27, 2026, Tulane Law School, New Orleans, LA. Every other spring, hundreds of lawyers, both practicing and academic, converge on the Tulane campus for the three-day Admiralty Law Institute, the oldest (since 1965) and largest continuing legal education program devoted to maritime law. The event traditionally draws over 300 lawyers from around the United States and internationally. The working theme for this year’s program is “Above the Plimsoll Line”. For more information about the program and registration, please use the following link: <https://web.cvent.com/event/f50d980d-9044-4e73-8830-947b58537ab9/summary>

In Memoriam

Following the loss of our Past President Klaus Mordhorst in February 2025, the SMA lost many friends and colleagues in 2025. We take this opportunity to recognize, acknowledge, and bid farewell to the following individuals who made important contributions to the SMA and the greater maritime community throughout their careers.

Keith W. Heard, a fixture in the maritime law community of the U.S. over the last 45 years, passed away on Saturday, April 12. After receiving his undergraduate degree from Yale in 1977 and his J.D. from Vanderbilt in 1980, Keith began his legal career at Haight Gardner Poor & Havens (now Holland & Knight) and continued at Kirlin Campbell & Keating, Burke & Parsons, and Lennon Murphy & Phillips. Keith chaired the SMA-MLA Liaison Committee for many years, led the compiling of the Digests of SMA Awards, appeared regularly before SMA panels, served as arbitrator, and indefatigably supported the SMA and New York arbitration at home and abroad throughout his career. Keith had the respect of his peers and clients for his professionalism, thoroughness, and scholarship. He will be sorely missed and everyone at the SMA is appreciative of the work they have done with Keith throughout the years as a practitioner, arbitrator,

industry liaison, and, most of all, as a friend.

Harold “Hal” Halpin, who was the chief executive of Lamorte Burns and built it into a leading marine insurance correspondent in North America, passed away at the age of 82 in May. Hal began his career at Lamorte Burns in 1966 and rose through the ranks. A lawyer by training, he is credited with building up the firm to a position representing most of the International Group of P&I Clubs’ members on matters of protection and indemnity and hull and machinery insurance. His son, Hal Halpin III, Chief Operating Officer of Lamorte Burns, continues his father’s legacy there and in the maritime industry.

Peter D. Clark, the co-founding partner of Clark, Atcheson & Reisert LLP, passed away on July 6, 2025. Peter graduated from the United States Merchant Marine Academy in 1967. He sailed for seven years on U.S. flag vessels as a licensed chief engineer. He graduated from St. John’s University School of Law in 1975 and earned a master’s degree in international law from New York University in 1981. He co-founded Clark, Atcheson & Reisert LLP in 1992 and served as Senior Partner until his retirement in 2018, specializing in maritime casualties, vessel oil spills, environmental law, ship repair disputes, marine insurance and charter party arbitrations. From 1989-1997, he authored the column “Sea Law” for the *Journal of Commerce*. His illustrious career also included acting as an arbitrator. The SMA, as well as his law partners, Frank Atcheson and Rich Reisert, are forever grateful to Peter for his vision in establishing the firm, his wise counsel and industry contributions, and his enduring friendship.

SMA Member, **Jon Phillip Wing**, died on July 19, 2025 at the age of 73. Jon earned a B.S. and a Marine Engineering License from Maine Maritime Academy in 1974 and did graduate work at Johns Hopkins University. Before retiring from his position as Vice President of Lockheed Martin Maritime Systems and Sensors, he held multiple positions at that company with increasing responsibilities in contracts, finance and program management. Among other things, he managed government and commercial programs worldwide for the integration of complex Lockheed systems and products. In 2010, Jon retired from Lockheed and founded JBW Services, which offered services in contract preparation, strategy, dispute resolution

and shipbuilding. Jon was a member of the SMA and served as arbitrator on panels addressing various maritime commercial disputes. Jon will be missed and the SMA appreciates his contributions throughout the years.

Samuel “Skip” Keesal Jr., a securities and maritime lawyer who, after founding Keesal Young & Logan LLP in 1970, became a pillar of the California and U.S. maritime legal community, died on August 12, 2025 at the age of 86. After serving in the U.S. Army driving and firing tanks, Skip earned a bachelor’s degree in business and a juris doctor degree from the University of Southern California. In his 60 years of practicing law, Skip tried more than 250 court cases and arbitrations in 16 different states, winning multimillion-dollar verdicts and awards for his clients. His firm was a listed legal correspondent on the West Coast of the U.S. from California to Alaska for nearly every International Group P&I Club, and his firm was involved with several notable marine disaster decisions, including the *Exxon Valdez* oil spill in Alaska’s Prince William Sound in 1989 and again in 2007, after the *Cosco Busan* struck a Bay Bridge support pier and spilled 58,000 gallons of fuel into San Francisco Bay. Skip had a charisma about him, able to invoke calm confidence into a room despite whatever disaster might loom overhead. His legacy continues through the hard work of his partners and colleagues at the firm which carries his name, and his leadership and personality in the maritime legal community will be missed.

Jana Alexis Byron, a senior executive at Lockton’s Houston office, passed away in August 2025. Jana joined Lockton in 2020 as Regional Marine Practice Leader and was promoted to Lockton’s U.S. Marine Risks & Liability Practice Leader just prior to her untimely passing. In her 27-year career after earning her law degree from the University of Connecticut School of Law, Jana practiced for several years at Healy & Baillie LLP in New York with SMA Past Presidents Robert Shaw and LeRoy Lambert. She then worked for two International Group P&I Club offices in the U.S., first with the UK Club’s Thomas Miller Americas office in Jersey City and then at the American P&I Club’s New York and Houston offices, where she worked closely with SMA Vice President George Tsimis, SMA Board of Governor Muge Anber-Kontakis, and SMA Member Dr. William Moore. Jana also served as the chair of the Houston Marine & Energy Insurance

Conference for three years and was a highly respected industry expert and thought leader. Jana was also a dear friend to many, dedicating herself to uplifting and inspiring everyone. Jana's passing leaves an immeasurable void for all of us.

Hal Eren, founding partner of the Eren Law Firm, passed away on November 8th at the age of 65. Hal was a widely respected corporate and economic sanctions lawyer based in Washington, D.C. with an international clientele including insurers, corporations and P&I Clubs, including the American Club, and advised their numerous shipping operator and charterer members with their sanctions compliance. Because of his eight years at the Treasury Department's Office of Foreign Asset Control (OFAC), Hal developed a unique expertise and insight into OFAC's policies and its application of complex sanctions regimes for various countries such as Iran, Cuba, Syria, North Korea, Libya, Sudan and Yugoslavia. Hal advised on sanctions related inquiries in countless transactions, successfully resolved many sanctions disputes, settled enforcement actions and obtained OFAC licenses and interpretations that were favorable to his clients and provided guidance to the shipping industry at large. Hal also advised the International Group of P&I Clubs in its dealings with OFAC during the crucial period following the enactment in 2010 of the Comprehensive Iran Sanctions Accountability and Divestment Act (CISADA). Hal's voice of reason and clarity in a constantly changing and sometime irrational sanctions regulatory landscape was always a comfort to his clients and his loss will be felt in all circles of the shipping and marine insurance industries.

SMA | SOCIETY OF MARITIME ARBITRATORS

The SMA will offer its popular, comprehensive seminar, [Maritime Arbitration in New York](#), as an ONLINE ZOOM PROGRAM in February and March 2026.

The program will consist of live interactive Zoom video sessions with Professor Weiss and the SMA Education Committee. This seminar is offered to help further and promote the fair, just, ethical and cost-effective resolution of charter party and other maritime contract disputes by arbitration in New York.

The seminar provides 12 hours of CLE and will be offered over four weekly three-hour live Zoom video sessions.

DATES: Sessions will be held on four consecutive Fridays: February 27, March 6, March 13 and March 20.

PURPOSE: This course is offered to help further and promote the fair, just, ethical and cost effective resolution of charter-party and other maritime contract disputes by arbitration in New York.

INSTRUCTOR: Jeffrey Weiss, Esq., Professor of Maritime Law at New York Maritime College, with over 30 years of college and graduate-level teaching experience, will again be the lead instructor.

WHO SHOULD ATTEND: This course will be especially valuable to business professionals who are users of the arbitration process from issues arising under their company's contracts and charter parties. Attendees from shipowners, charterers, vessel operators, marine claims adjusters, salvors, ship brokers, oil and chemical companies, insurers, traders and export/import companies should find the course an efficient way to gain an understanding of the current practices in New York maritime arbitration proceedings. The course will also be uniquely beneficial to in-house counsel, as well as newly admitted maritime attorneys or lawyers with less than two years practice experience or those seeking a more comprehensive understanding of the arbitral process.

KEY INFORMATION:

Cost: \$1,290.00

RSVP: Responses and payment due by February 23, 2026

Send Payment to:

Society of Maritime Arbitrators, Inc.
157 New Hyde Park Road
Franklin Square, NY 11010
Attn: Patricia Leahy, SMA Office Manager,
pleahy@smay.org

Phone: 212-786-7404

Web: www.smany.org

FULL DETAILS:

[Maritime Arbitration in New York Flyer](#)

In Closing

We thank everyone who contributed to this issue of *The Arbitrator*. A special thanks to Tony Siciliano and all readers who keep our membership abreast of maritime news items and developments. To our readers: we welcome all suggestions and feedback as to how *The Arbitrator* can best serve the needs of the maritime arbitration community in providing timely and relevant articles and information. Do you have any thoughts or suggestions for a future article? Please let one of us know:

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- Mark Newcomb: SeaLawyerMEN@gmail.com
- George Tsimis: gtsimis@jgtmarine.com

Please also follow the SMA via LinkedIn.

Happy Holidays, and see you all in 2026.

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