



MESSAGE FROM LAWRENCE F. JONES, EXECUTIVE DIRECTOR

Register now for the SEALI Annual Meeting (Sept. 30-Oct. 3, 2004).

This year's meeting will be held at the Jackson Lake Lodge in beautiful Grand Teton National Park, Wyoming. Jackson Lake Lodge is a full-service resort hotel in the heart of Grand Teton National Park. The Lodge is situated on a bluff overlooking Willow Flats offering spectacular views across the water of Jackson Lake to the skyline of the Tetons. There are 348 guest cottage rooms located on either side of the Lodge as well as 37 guest rooms in the Main Lodge building. In keeping with the National Park location, rooms do not have TVs or radios. For more information, visit their website at <http://www.gtlc.com/lodge-Jac.aspx>.

Rooms are still available at the Jackson Lake Lodge on a space available basis. Call the Lodge now if you plan to attend at (307) 543-3100 or (800) 628-9988. To register for the Annual Meeting and Seminar, go online to www.iclega.org/seali and click on the Calendar link. SEALI registrants are now able to sign up online using a credit card or call ICLE at 1-800-422-0893 to have a registration form sent to you immediately.

Don't miss the opportunity to visit one of the most beautiful parts of the United States!

Lawrence F. Jones

SEALI WELCOMES THE FOLLOWING NEW MEMBERS:

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Allen E. Graham
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Norfolk, VA

Kimberly H. Israel
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SCHEDULE FOR 2004 SEALI ANNUAL MEETING Jackson Hole, Wyoming

THURSDAY • SEPTEMBER 30, 2004

Arrival

P.M.

6:30 SOCIAL HOUR—Trappers Room with patio

7:30 GROUP DINNER—Trappers Room

FRIDAY • OCTOBER 1, 2004

A.M.

8:00 CONTINENTAL BREAKFAST FOR SEALI MEMBERS—Buffalo 2

9:00 CLE SESSION AND GENERAL BUSINESS MEETING—Osprey

9:00 **Medicine for Crew and Passengers**
James F. Moseley, Jr., Moseley, Warren, Pritchard & Parrish,
Jacksonville, FL

9:30 **Business Planning for Small Boat Operators**
Allen E. Graham, Lyons, Pipes & Cook, PC, Mobile, AL

10:00 **Ethics I: Ten Tempting but Improper Closing Arguments**
James L. Chapman, IV, Crenshaw, Ware & Martin, PLC, Norfolk, VA

10:30 GENERAL BUSINESS MEETING

P.M.

6:00 SOCIAL HOUR—Trappers Room with patio (ends at 7:00)

7:00 DINNER (on your own)

SATURDAY • OCTOBER 2, 2004

A.M.

7:30 ADVISORY COUNCIL MEETING—Buffalo 1 (ends at 9:00)

8:00 CONTINENTAL BREAKFAST FOR SEALI MEMBERS—Buffalo 2

9:00 CLE SESSION AND GENERAL BUSINESS MEETING—Osprey

9:00 **Trial Technology**
Geoffrey A. Losee, Rountree, Losee & Baldwin, LLP, Wilmington, NC

9:30 **Defense Tactics that Result in Big Verdicts**
Allen K. von Spiegel, Fowler White Boggs Banker, PA, Tampa, FL

10:00 **Ethics II: Obstructing Justice**
Salvador J. Pusateri, Johnson, Johnson, Barrios & Yacoubian, New Orleans, LA
Ronald A. Johnson, Johnson, Johnson, Barrios & Yacoubian, New Orleans, LA

10:30 GENERAL BUSINESS MEETING

P.M.

6:30 ANNUAL RECEPTION/PARTY—Trappers Room with patio

7:30 GROUP DINNER—Trappers Room

SUNDAY • OCTOBER 3, 2004

Departure

INFORMATION TECHNOLOGY SUBCOMMITTEE REPORT AND UPDATE

Check the SEALI website for these added features, as well as future implementation of the following:

- ❖ A more thorough calendar adding numerous dates as they become available, e.g. planning meetings, annual meetings, summer seminar meeting (including draft agendas as they are available), along with due dates for registration, etc.
- ❖ Online access to the Library Index (with possibility of links to authors' email addresses and/or availability of certain materials for purchase and/or download)
- ❖ Addition of useful weblinks (as suggested by the membership)
- ❖ Availability of online copy of the newsletter(s) published by SEALI (with the most recent and three past issues available)
- ❖ Signing up for meetings/seminars online

In addition, the following items were discussed as future projects of the IT Subcommittee:

- ❖ A database of expert witnesses (submitted by members, with curriculum vitae and members' commentary on the utility of the expert).
- ❖ Feedback is welcome. Please e-mail your thoughts to IT Subcommittee Chair, Geoff Losee at glosee@rlblawfirm.com

NEW SEALI PINS

David Sipple, Chairman of the Long Range Planning Committee, reports the new SEALI lapel pins should be available in time for the Fall meeting. Those of you who attended the seminar had a chance to see a sketch of the new design, a free-standing SEALI anchor along with the scales of justice and the SEALI dolphin.

RECENT CASES OF INTEREST

I. SHIPYARD WORKER ASBESTOS CLAIMS ONCE AGAIN WITHIN ADMIRALTY JURISDICTION IN VIRGINIA

A Virginia State Circuit Court Judge reversed two decades of asbestos jurisdiction jurisprudence in holding on July 23, 2004 that asbestos exposure claims of shipyard workers performing ship repair and maintenance fell within admiralty jurisdiction and required application of maritime law. The decision of Judge Charles P. Tench of the Newport News Circuit Court held that the United States Supreme Court decisions in *Sisson v. Ruby*, 497 U.S. 358 (1990) and *Grubart v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527 (1995) effectively overruled the decisions of the U. S. Courts of Appeals in the 1980s that consistently held that asbestos-related claims of shipyard workers did not fall within the admiralty and maritime jurisdiction. The decision will impact hundreds of cases pending in Virginia and may be a sign of things to come in other states, given the national nature of asbestos litigation. Those interested in the decision should contact Mark Coberly at (757)446-8600 or mcoberly@vanblk.com.

II. DENIAL OF ARBITRATION UNAPPEALABLE IN THE FIFTH CIRCUIT

In a recent case which indicated how much of an ass the law can be, the Fifth Circuit declined to review a district court's ruling on a question of international arbitration law because it lacked jurisdiction to consider any part of the district court's remand order. The case involved a claim by an Indian seaman for injuries he sustained aboard a Singaporean vessel which resulted in his receiving medical treatment in Louisiana. He was later repatriated to India. The seaman had signed an employment contract which required that any dispute be subject to arbitration in either Singapore or India, at his employer's option. The seaman originally brought suit against his employer and four others in a Louisiana state court, but the defendants removed the case to federal court. The district court, Feldman, J., ultimately granted the motion to remand holding that (1) the forum selection clause violated strong public policy of the State of Louisiana and (2) the arbitration agreement was invalid because it contravened Louisiana's express public policy, even though both Singapore and India were signatories to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. See *Dahiya v. Talmidge International, Ltd.*, 2002 WL 31962151 (E.D. La. 2002). On appeal, a three judge panel dismissed the matter for lack of subject matter jurisdiction, with Judges Benavides and Barksdale holding that the court (a) could not review the remand order itself and (b) could not independently review the district court's denial of arbitration and denial of stay under the Federal Arbitration Act because it accompanied a remand order, for lack of subject matter jurisdiction. *Dahiya v. Talmidge*, 371 F.3d 207 (5th Cir. 2004).

Appellants' petition for rehearing and petition for rehearing *en banc* were denied *per curiam*. In dissent, Judge DeMoss, joined by Judge Smith, noted:

The net result of the foregoing errors is to frustrate the intention of Congress as reflected by the FAA

and the Act to give foreign parties a right to choose arbitration as a form of dispute resolution . . . If the provisions of Section 1447 (d) will always trump the provisions of 9 U.S.C. § 16, then the Convention will be unenforceable in the State of Louisiana and the procedural pattern utilized by Dahiya's counsel in this case will become a pattern for subjecting foreign defendants to litigation in Louisiana state court with personal injury claimants with whom agreements to arbitrate had in fact been made. . . the right to choose arbitration in place of litigation can now be frustrated by the age-old controversy as to whether litigation was going to occur in the state courts or the federal courts.

When confronted with plaintiffs' motion for reconsideration or, alternatively, for an interlocutory appeal in an unrelated case involving foreign seamen after *Dahiya*, Judge Feldman noted:

The plaintiffs again argue that the Court's ruling in [*Dahiya*] should apply to this case. The Court disagrees. Although the Court lacks jurisdiction to vacate its earlier ruling granting remand in *Dahiya*, after further review of the Supreme Court's ruling in [*BREMEN*] and its reasoning in *Southland Corp. v. Keating*, 465 U.S. 1, 10 (1984), the Court finds the ruling in *Dahiya* was incorrect. See *Lejano v. K.S. Bandak, et al.*, Civil Action No. 00-2990, Section "F" of the U.S. District Court for the Eastern District of Louisiana (May 27, 2004).

Those interested in these decisions should contact Gary Hemphill at (504) 523-6451 or gahemphill@terriberry.com.

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Join SEALI Now!

SOUTHEASTERN ADMIRALTY LAW INSTITUTE, INC.

Application for New 2004 Membership

(Please type or print)

The Applicant must complete this application and secure the sponsorship and seconding. The application together with the application fee of \$20.00 and the first year's annual dues of \$70.00 (total of \$90.00) should be sent to SEALI, P.O. Box 1885, Athens, GA 30603-1885. If you have any questions, please call the SEALI administration office at 706-369-5664.

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