

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Omar v. Sea-Land Service, Inc.

813 F.2d 986 (9th Cir. 1987) · Decided March 27, 1987

SUMMARY

The Ninth Circuit affirmed a jury verdict awarding Yahya Omar damages, maintenance and cure, and other maritime remedies after he was injured aboard a Sea-Land vessel. The court held that Omar remained a seaman and employee for purposes of the Jones Act and maritime law despite using fraudulent papers to obtain employment, because the fraud was unrelated to his injury and did not void his maritime remedies. The court also upheld evidentiary rulings, dismissal of Sea-Land’s counterclaims, and the jury’s allegedly inconsistent negligence findings.

CASE DETAILS

COURT	United States Court of Appeals for the Ninth Circuit
WRITING FOR THE COURT	Farris, Circuit Judge; Farris; Goodwin; Schroeder
JURISDICTION	Federal
DECIDED	March 27, 1987
DISPOSITION	affirmed
PROCEDURAL POSTURE	Sea-Land appealed from a jury verdict awarding Yahya Omar damages and maintenance and cure in a maritime personal-injury action.
STANDARD OF REVIEW	Evidentiary rulings were reviewed for abuse of discretion; dismissal of the counterclaim and other questions of law were reviewed de novo; the special-verdict answers were reviewed under the rule requiring affirmance unless they are impossible to harmonize under a fair reading.
PRECEDENTIAL VALUE	published federal appellate opinion
PARTIES	Sea-Land Service, Inc., S/S Endurance v. Yahya Omar

TOPICS

- jones act
- maintenance and cure
- unseaworthiness
- evidence
- remedies

PRACTICE AREAS

- admiralty
- maritime personal injury
- employment law
- evidence
- remedies

QUESTIONS PRESENTED

1. Whether Omar's fraudulent use of an Able-Bodied Seaman endorsement made his employment contract void and barred him from seaman, employee, Jones Act, seaworthiness, and maintenance-and-cure remedies.
2. Whether the district court properly determined as a matter of law that Omar was a seaman and an employee of Sea-Land.
3. Whether the district court abused its discretion by excluding the text of the Coast Guard's misconduct decision.
4. Whether the district court abused its discretion by admitting medical testimony that offered uncertain and alternative hypotheses concerning the cause of Omar's injuries.
5. Whether the district court improperly dismissed Sea-Land's fraud and breach-of-contract counterclaim sua sponte without additional notice.
6. Whether the jury's findings that Omar was negligent but that his negligence was not a legal cause of his injury were irreconcilable.

HOLDINGS

1. A person who is a seaman and suffers injury in the course of employment as a seaman, in the ordinary meaning of those terms, is not barred from suing under the Jones Act merely because he obtained employment through fraud unrelated to the qualifications required for the job he performed.
2. The district court properly decided Omar's seaman and employee status as a matter of law because the material facts were undisputed and the dispute concerned the legal significance of Omar's fraudulent papers rather than an evidentiary dispute about his employment.
3. Fraud in obtaining an Able-Bodied Seaman endorsement, when unrelated to the seaman's injury or illness, does not constitute willful misbehavior and does not bar maintenance and cure.
4. The district court did not abuse its discretion by excluding the extensive text of the Coast Guard's misconduct decision after admitting evidence of the misconduct and permitting cross-examination about it.
5. The district court did not abuse its discretion by admitting medical testimony offering uncertain and alternative hypotheses about the cause of Omar's medical problems.
6. The district court properly dismissed Sea-Land's fraud and breach-of-contract counterclaim sua sponte because Sea-Land had notice and an opportunity to litigate the dispositive theory through its own summary-judgment motion, and it could not possibly obtain relief on that theory under the Jones Act.
7. The jury's findings that Omar was negligent but that his negligence was not a legal cause of his injury were not irreconcilable and could be harmonized under a fair reading.

KEY QUOTATIONS

“Because there was no “evidentiary basis” for deciding whether Omar was an “employee,” the trial court ruled on a legal question properly within its purview.” (813 F.2d at 989)

“The duties of maritime employers are owed not to perfect contracts, but to imperfect sailors.” (813 F.2d at 990)

FACTUAL BACKGROUND

Sea-Land hired Yahya Omar as a messman aboard the S/S Endurance. Omar later slipped and fell on a wet or greasy pantry floor, sustaining injuries for which he sought maintenance and cure and damages under the Jones Act and general maritime law. Although Omar had fraudulently obtained an Able-Bodied Seaman endorsement, his legitimate papers and qualifications were sufficient for the messman position he performed. The Coast Guard found him guilty of misconduct, revoked the endorsement, suspended his papers for thirty days, and placed him on probation.

PROCEDURAL HISTORY

Omar sued Sea-Land Service, Inc. and the S/S Endurance for maintenance and cure, Jones Act negligence, and breach of the warranty of seaworthiness after falling aboard the vessel. The district court denied Sea-Land's motion for summary judgment, ruled as a matter of law that Omar was a seaman and employee, excluded the text of a Coast Guard misconduct decision, and dismissed Sea-Land's fraud and breach-of-contract counterclaim. A jury found Sea-Land and the vessel liable, awarded damages and maintenance and cure, and found Omar negligent but determined that his negligence was not a legal cause of the injury. The Ninth Circuit affirmed.

DISPOSITION

affirmed

CASES CITED

- Estate of Wenzel v. Seaward Marine Services, Inc., 709 F.2d 1326, 1327 (9th Cir. 1983)
- Desper v. Starved Rock Ferry Co., 342 U.S. 187, 190-91 (1952)
- Stephenson v. Star-Kist Caribe, Inc., 598 F.2d 676 (1st Cir. 1979)
- The Norland, 101 F.2d 967, 971-73 (9th Cir. 1939)
- Minneapolis, St. Paul & S.S.M. Ry. v. Rock, 279 U.S. 410 (1929)
- Still v. Norfolk & Western Ry., 368 U.S. 35, 45 (1961)
- Gypsum Carrier, Inc. v. Handelsman, 307 F.2d 525, 530 (9th Cir. 1962)
- Evich v. Connelly, 759 F.2d 1432, 1433 (9th Cir. 1985)
- Farrell v. United States, 336 U.S. 511, 515-16 (1949)
- Aguilar v. Standard Oil Co., 318 U.S. 724 (1943)
- Sammon v. Central Gulf Steamship Corp., 442 F.2d 1028, 1029 (2d Cir. 1971)
- Tawada v. United States, 162 F.2d 615, 617 (9th Cir. 1947)
- Coursen v. A.H. Robins Co., 764 F.2d 1329, 1333 (9th Cir. 1985)
- Taylor v. Burlington Northern R.R., 787 F.2d 1309, 1315 (9th Cir. 1986)
- Sentilles v. Inter-Caribbean Shipping Corp., 361 U.S. 107, 109 (1959)

- Western Reserve Oil & Gas Co. v. New, 765 F.2d 1428, 1430 (9th Cir. 1985)
- Wong v. Bell, 642 F.2d 359, 361-62 (9th Cir. 1981)
- Monsma v. Central Mutual Ins. Co., 392 F.2d 49, 54-55 (9th Cir. 1968)
- Chesapeake & Ohio Ry. v. Barnaby, 414 F.2d 309 (6th Cir. 1969)

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