

UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE

BASIL ROBINSON, )  
 )  
 Plaintiff, )  
 )  
 v. ) Civil No. 05-24-P-C  
 )  
 GREGORY PRIOR and F/V *KARRIE N*, )  
 )  
 Defendants. )

**RECOMMENDED DECISION**

Plaintiff Basil Robinson, a seaman injured in service to Defendant Gregory Prior while unloading the fishing vessel *Karrie N*, has filed a motion for summary judgment on his maintenance and cure claim and on Prior's counterclaim (Docket No. 41) and a motion for order for interlocutory sale of the *F/V Karrie N* (Docket No. 31). I now recommend that the court **grant** the motion for summary judgment as to the counterclaim and **deny** it in all other respects, and postpone ruling on the motion for interlocutory sale.

**Procedural Background**

Plaintiff Robinson filed his verified complaint against Gregory Prior and the *F/V Karrie N* on February 4, 2005, accompanied by a motion for issuance of a warrant *in rem* and a motion to appoint a substitute custodian for the subject vessel. On February 9, 2005, Magistrate Judge Cohen granted the warrant *in rem* and the subject vessel was taken into custody. On March 23, 2005, Gregory Prior filed a *pro se* motion to dismiss claiming that the three-year statute of limitation had expired prior to the lawsuit's commencement. I recommended that the court deny the motion to dismiss on May 6, 2005, based on a finding that the allegations in the amended complaint called for application of the doctrine of equitable tolling, and this court affirmed that

recommendation. On August 8, 2005, Prior filed a second motion to dismiss (Docket No. 35) arguing that certain deposition testimony obtained during discovery undercut the equitable tolling theory raised by Robinson in opposition to Prior's initial motion. On September 16, 2005, the Court denied the second motion to dismiss, finding that there are issues of fact that must be resolved before it can be determined whether Robinson can succeed on any theory of law. (Docket No. 44, endorsement order.) Although Prior still had more than a month to submit a motion for summary judgment, he failed to do so.

Before the court ruled on Prior's second motion to dismiss, plaintiff Robinson filed a motion for an interlocutory sale of the vessel on July 15, 2005 (Docket No. 31), to which defendant objected (Docket No. 33). That motion was referred to me on October 14, 2005. On August 2, 2005, Gregory Prior filed a motion to amend his answer to assert a counterclaim. No objection was filed to that motion and I granted it on November 7, 2005. In the meantime, on September 6, 2005, Robinson filed a motion for partial summary judgment on his maintenance and cure claim, the third count of his eight-count amended complaint, and for judgment on Prior's counterclaim. That motion was likewise referred in October. This recommendation thus addresses Robinson's motion for interlocutory sale and his motion for partial summary judgment.

### **Statement of Facts**

The following statement of facts is drawn from the parties' Local Rule 56 statements of material fact in accordance with this District's summary judgment practice. Pursuant to Rule 56 of the Federal Rules of Civil Procedure, all evidentiary disputes appropriately generated by the parties' statements have been resolved, for purposes of summary judgment only, in favor of the non-movant. Merchants Ins. Co. v. United States Fid. & Guar. Co., 143 F.3d 5, 7 (1st Cir. 1998).

Having said that, almost all of the factual statements offered by either party have been admitted by the other side.

Defendant Gregory Prior is the owner and captain of the F/V *Karrie N.* (Pl.'s Statement ¶ 1, Docket No. 42.) On April 27, 2000, Plaintiff Basil Robinson was employed as a crewman of the F/V *Karrie N.* Captain Prior had hired Robinson as a crewman roughly two years prior. (Id. ¶ 2.) On that date the F/V *Karrie N.* was docked at the Bay Lobster Company wharf in Port Clyde, Maine, for the purpose of taking the scallop drag gear off of the vessel in preparation for lobster fishing season. (Id. ¶ 3.) Both Captain Prior and crewman Robinson were present at the wharf to remove fishing gear from the vessel and put it into the bed of Robinson's pick-up truck, which was parked on the wharf above. (Id. ¶ 4.) Captain Prior operated the winch controls from the deck of the vessel while crewman Robinson alternately stood in the tailgate<sup>1</sup> of his pickup truck and on the wharf, unhooking objects that were lifted from the deck of the vessel using the vessel's boom and winch. (Id. ¶ 5.) Crewman Robinson was injured when he and Captain Prior were in the process of lifting stabilizers (sometimes called "birds") from the vessel to Robinson's truck; Robinson's left hand got caught in the lifting cable and was crushed in part of the vessel's rigging called the bollard, ultimately causing the loss of three fingers and part of a fourth. (Id. ¶ 6.) As a result of his injury crewman Robinson has received three surgeries on his left hand, two performed by Thomas Vaughan, M.D., of South Portland, Maine, and one performed by David Ring, M.D., of Boston, Massachusetts. (Id. ¶ 7.) Robinson's most recent surgery took place on August 24, 2005, when Dr. Vaughan corrected an ongoing problem with the remaining portion of Robinson's left index finger. Dr. Vaughan has stated that the surgery is causally related to Robinson's crush injury. (Id. ¶ 8.) Robinson is still recovering from that most recent surgery. (Id. ¶ 9.) Robinson is being fitted for a hand prosthesis which will improve the functionality of

---

<sup>1</sup> So stated in Robinson's statement of material fact. I assume that Robinson means in the bed of the pickup.

his left hand. (Id. ¶ 10.) Robinson is also being treated for an overuse injury to his right thumb caused in part by an inability to completely use his left hand. (Id. ¶ 11.) To date, Robinson's medical bills exceed \$25,000. Of this amount, his unpaid medical bills are at or above \$8,000. (Id. ¶ 12.)

In addition to these undisputed facts set forth by Robinson, Prior has provided additional facts, admitted by Robinson. After Robinson was injured on April 27, 2000, he went back to work for Prior in July or August 2000 and worked to May 2001. Robinson first saw a lawyer in this case in December 2004. (Def.'s Opposing Statement ¶ 2, Docket No. 48.) Robinson decided to see an attorney in 2004 when he learned that Prior, who had no insurance and presumably no money to pay Robinson's medical bills, realized a profit from the sale of some realty. Until that point, Robinson believed that Prior did not have the ability to pay him what was owed. (Def.'s Add'l Statement ¶ 14, Docket No. 48; Pl.'s Reply Statement ¶ 14, Docket No. 51.) According to Prior, whose testimony must be credited at this juncture because he is the non-movant, he never discussed with Robinson the possibility that he might pay half of Robinson's medical bills or pay \$1,000.00 so that Robinson might file bankruptcy to discharge his medical bills. (Def.'s Add'l Statement ¶ 15.) Prior never threatened Robinson after he was injured. Robinson admits that Prior never acted aggressively toward him. (Id. ¶ 18; Pl.'s Reply Statement ¶ 18.)

Gregory Prior is a commercial fisherman and was scalloping at the time his boat was taken. (Def.'s Add'l Statement ¶ 20.) Robinson receives Social Security disability pay and part of this pay is premised on his back and part is premised on his hand. (Id. ¶ 24.) Robinson was discharged from occupational therapy on September 30, 2000, with maximum benefit received, according to his occupational therapy discharge report. (Id. ¶ 25.) That report indicates: "Patient discharged from occupational therapy with maximum benefit received. Patient using hand for

activities of daily living and work with some decreased endurance." (Id. ¶ 26.) Medical records also confirm that Robinson underwent spinal surgery in 2002 and that he is right hand dominant. (Id.)

### **Discussion**

“The role of summary judgment is to look behind the facade of the pleadings and assay the parties’ proof in order to determine whether a trial is required.” Plumley v. S. Container, Inc., 303 F.3d 364, 368 (1st Cir. 2002). A party moving for summary judgment is entitled to judgment in its favor only "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c). A fact is material if its resolution would "affect the outcome of the suit under the governing law," and the dispute is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). In reviewing the record for a genuine issue of material fact, the Court must view the summary judgment facts in the light most favorable to the nonmoving party and credit all favorable inferences that might reasonably be drawn from the facts without resort to speculation. Merchants Ins. Co. v. United States Fid. & Guar. Co., 143 F.3d 5, 7 (1st Cir. 1998). If such facts and inferences could support a favorable verdict for the nonmoving party, then there is a trial-worthy controversy and summary judgment must be denied. ATC Realty, LLC v. Town of Kingston, 303 F.3d 91, 94 (1st Cir. 2002).

#### **A. Plaintiff Robinson's Motion for Partial Summary Judgment**

When this case was originally considered by me at the time of the first motion to dismiss, plaintiff Robinson was arguing that his Jones Act, negligence, negligence *per se*,

unseaworthiness and maintenance and cure claims, all of which had been filed more than three years after the alleged injury, were saved from the three-year statute of limitation found at 46 U.S.C. § 763a because of the operation of equitable tolling principles. Additionally, Robinson claimed that the maintenance and cure claim was not subject to the three-year statute of limitation in any event. According to Robinson: "In an admiralty case, a defendant is equitably estopped from asserting a limitations defense when his intentional conduct induced an ignorant party to act to his detriment as regards timely filing of a claim." (Pl.'s Opp'n Mem. at 9, Docket No. 19, citing Clauson v. Smith, 823 F.2d 660 (1st Cir. 1987).) In my prior recommendation I noted that this invocation of equity requires proof that Prior's conduct was such as to induce Robinson to change his position, reasonably and in good faith, to his detriment, also citing Clauson, 823 F.2d at 662. That is, Prior's conduct must have been "so misleading as to cause [Robinson's] failure to file suit." Id. (quoting Sanchez v. Loffland Bros. Co., 626 F.2d 1228, 1231 (5th Cir. 1980)). I observed that the allegations in the verified complaint, even if true, presented a close question for application of equitable tolling, but I believed that given the liberal pleading standards of Rule 8 it would have been premature to dismiss the complaint on the basis of a one-page motion to dismiss without any development of the factual record. I neither endorsed nor rejected Robinson's position that Maine's six-year statute of limitations applied to the maintenance and cure claim, but I did note in *dicta* the possibility that the maintenance and cure claim might have a life of its own from the date of limitation onward because of the ongoing nature of maintenance and cure, even if a three-year limitation period applied.

Robinson has now fashioned his current motion for partial summary judgment in favor of his maintenance and cure claim and against the counterclaim based on that portion of his maintenance and cure claim that post-dates the applicable statute of limitation. (Pl.'s Mot.

Summ. J. at 4-6, Docket No. 41.) Essentially, for purposes of this motion, the legal issues have been substantially narrowed. Robinson claims that even if the three-year statute of limitations is applicable and even if principles of equitable tolling will not save the bulk of his complaint, the undisputed material facts nevertheless entitle him to judgment as a matter of law that he is entitled to maintenance and cure commencing on February 4, 2002, three years prior to the date he filed suit, and that his maintenance and cure claim is sufficient to justify his action *in rem* against the vessel, thereby negating Prior's counterclaim for wrongful or malicious seizure of the vessel. (Id. at 6.) In opposition to the summary judgment motion, Prior argues that the entire maintenance and cure claim is likely barred by the doctrine of laches. (Def.'s Opp'n Mem. at 2, Docket No. 47.) Prior also points to the rehabilitation report that states Robinson had attained maximum medical benefit in September 2000, which date is beyond the three-year limitation period, although he also contends that "[w]hether further prosthetic devices are needed . . . present[s] a question of fact." (Id. at 3.) I independently observe that Robinson has incurred additional medical expenses well beyond the date of limitation. For example, it is undisputed that the most recent surgery on his left hand took place on August 24, 2005.

As discussed in my prior recommendation, Robinson's maintenance and cure claim is premised upon a "continuing" "obligation of the shipowner to supply maintenance and cure to a seaman injured in the service of the ship." MacInnes v. United States, 189 F.2d 733, 736 (1st Cir. 1951)<sup>2</sup> (discussing application of the analogous two-year statute of limitation that applies to maritime claims against the United States, 46 U.S.C. § 745). Because such a claim is based on a "continuing" right, id., "the seaman is entitled to recover for the value of whatever maintenance and cure the shipowner had the continuing duty to supply during the [limitation] period prior to

---

<sup>2</sup> MacInnes is cited in the case chiefly relied upon by the plaintiff: Arthur v. United States, 299 F. Supp. 2d 431, 438 (E.D. Pa. 2003).

the date of filing the libel." Id.; see also Butler v. Am. Trawler Co., 887 F.2d 20, 22 (1st Cir. 1989) (discussing § 763a as the private suit analogue to § 745). Thus, to the extent Robinson seeks maintenance and cure that is owed to him for the period commencing on February 4, 2002, his claim is not time barred. Nevertheless, even though this portion of the maintenance and cure claim is within the period of limitation, it may still be subject to an equitable bar based on the doctrine of laches. McKinney v. Waterman S.S. Corp., 925 F.2d 1, 2-3 (1st Cir. 1991); Puerto Rican-Am. Ins. Co. v. Benjamin Shipping Co., 829 F.2d 281, 285 (1st Cir. 1987) (citing Mecom v. Levingston Shipbuilding Co., 622 F.2d 1209, 1215 (5th Cir. 1980), for the proposition that "if proved, laches is a complete defense to a maritime action irrespective of whether the analogous statutory period has expired"). The general rule is that there is a presumption of laches whenever the action is commenced after the most "analogous statutory period," which presumption must be overcome by the plaintiff, and that otherwise the burden of proving laches falls on the defendant. McKinney, 925 F.2d at 2-3; Benjamin Shipping Co., 622 F.2d at 1215. Precedent strongly suggests that the three-year period established in § 763a sets the appropriate benchmark for determining who bears the laches burden and I recommend that the Court so find. See McKinney, 925 F.2d at 2-3; see also Butler, 887 F.2d at 21-22 (finding that Congress intended § 763a "to preclude the operation of different state limitations statutes in respect to maritime torts" and to "deal with the problem of non-uniformity" and applying § 763a's three-year limitation period to bar personal injury claim brought by passenger). Because Robinson seeks summary judgment exclusively on the timely portion of his maintenance and cure claim, the burden falls on Prior to demonstrate the applicability of the laches doctrine. Prior must make a showing of prejudice to support an application of laches. Benjamin Shipping Co., 622 F.2d at 285. Prior asserts that he is prejudiced because he thinks he had insurance that would have covered

Robinson's injury, but that because Robinson (he contends) never presented him with a claim and five years have passed, any insurance claim would no longer be viable. (Def.'s Opposing Statement ¶ 21; Def.'s Opp'n Mem. at 3.) Based on this showing I think that the application of the laches doctrine to Robinson's maintenance and cure claim, like the application of the equitable tolling doctrine to his other maritime claims, is tied up in factual disputes that are not ironed out by the parties' Local Rule 56 statements of material fact.

Despite these problems with his summary judgment motion, in my view Robinson makes headway against Prior's counterclaim for wrongful seizure of Prior's vessel. In his counterclaim Prior alleges that Robinson wrongfully instituted proceedings to arrest the *F/V Karrie N.* (Am. Ans. & Counterclaim, Docket No. 34, Ex. 1.) Robinson argues that the counterclaim is ill-conceived because the arrest was obtained pursuant to judicial process and that the counterclaim is precluded because "at the very least [Robinson] has a valid maintenance and cure claim against the vessel." (Pl.'s Mot. Summ. J. at 6.) Neither party attempts to articulate the precise legal contours (i.e., elements) of Prior's claim, although Prior suggests that it arises from the Court's inherent equitable powers in admiralty and that the facts might support an inference of wrongful institution of process. (Def.'s Opp'n to Pl.'s Mot. Summ. J. at 7-8). Prior also cites 28 U.S.C. § 2465. (Id. at 7.) That provision concerns forfeiture and condemnation proceedings commenced by the United States and Prior fails to cite any precedent involving its application to the civil arrest of a vessel. The other authority cited by Prior, Compania Anonima Venezolana De Navegacion v. A. J. Perez Export Co., 303 F.2d 692 (5th Cir. 1962), which involved "a contest of equities . . . between a subrogee of a carrier and [a] shipper" regarding freight charges, is simply not on point. In effect, Prior has failed to brief the equitable or legal standard that would govern his counterclaim for damages and I recommend that the Court grant Robinson

summary judgment against the counterclaim to the extent it seeks an award of damages for the allegedly wrongful institution of arrest proceedings against Prior's vessel.<sup>3</sup> Whether or not there is a basis in equity or maritime law for taxing the costs of that arrest to Robinson in the event that Prior prevails in this dispute has yet to be determined. See, e.g., Donald D. Forsht Associates, Inc. v. Transamerica ICS, Inc., 821 F.2d 1556, 1560-62 (11th Cir. 1987) (authorizing the taxing of costs to plaintiffs in *in rem* action where dockage costs depleted the proceeds of an interlocutory sale); Lubricantes Venoco Int'l v. M/V Neveris, 60 Fed. Appx. 835, 842 (1st Cir. 2003) ("It is a well-established tenet of admiralty law that the arresting plaintiff and the intervening plaintiffs share in the costs of maintaining the *res* until resolution of the case."). As for any legal or equitable remedy in damages beyond a limited plea for costs, I believe that Prior has waived his rights by failing to brief the elements of his cause or discuss how the material facts generate genuine issues necessitating a trial on the merits. Accordingly, I recommend that the Court grant Robinson's motion for summary judgment, in part, by disposing of any counterclaim for damages beyond the request that Robinson ultimately satisfy the custodian's fees, either from the proceeds of the sale if he prevails or from his own pocket if he loses.

## **B. Plaintiff's Motion for Order for Interlocutory Sale of the Vessel**

Robinson argues that the *F/V Karrie N* ought to be auctioned off because the fees charged by its custodian for storage are fast depleting whatever equity exists in the vessel and because,

---

<sup>3</sup> Note that Prior failed to take the kind of action contemplated by the Supplemental Admiralty Rules in order to protect his interest in the vessel, such as requesting a prompt hearing following the issuance of the arrest warrant, which course of action he was advised of in the Court's Order For Issuance of Warrant of Maritime Arrest (Docket No. 10), or posting a suitable bond as substitute security for Robinson's claims. See Fed. R. Civ. P., Adm. Supp. E.

I also agree with Robinson's argument that he is not liable in damages for harm allegedly caused to the vessel while in the U.S. Marshal's or the substitute custodian's possession because these entities, and not Robinson, were responsible for the care and custody of the vessel. See, e.g., Scotiabank de Puerto Rico v. M/V ATUTI, 326 F. Supp. 2d 282, 284 (D. P.R. 2004) (describing the duty of a marshal or custodian to adhere to a reasonable standard of care in the preservation and safekeeping of an arrested vessel). I also observe that the substitute custodian's insurance coverage was a factor behind its appointment. (Aff. of Charles Weidman, Docket No. 8.) In any event, if there is some basis in maritime law for imposing liability on a plaintiff for damage to a vessel while in the care of a custodian other than the plaintiff, Prior fails to articulate what standard of proof would apply or to explain how the facts presented in the summary judgment contest generate a trial-worthy issue.

according to Robinson, "it is undisputed that . . . he is entitled to maintenance and cure." (Mot. for Interloc. Sale at 2, Docket No. 31.) The motion is premised on Rule E(9)(b)(i) of the Federal Supplemental Rules for Certain Admiralty and Maritime Claims, which provides:

(b) *Interlocutory Sales; Delivery.*

(i) On application of a party, the marshal, or other person having custody of the property, the court may order all or part of the property sold--with the sales proceeds, or as much of them as will satisfy the judgment, paid into court to await further orders of the court--if:

(A) the attached or arrested property is perishable, or liable to deterioration, decay, or injury by being detained in custody pending the action;

(B) the expense of keeping the property is excessive or disproportionate; or

(C) there is an unreasonable delay in securing release of the property.

(ii) In the circumstances described in Rule E(9)(b)(i), the court, on motion by a defendant or a person filing a statement of interest or right under Rule C(6), may order that the property, rather than being sold, be delivered to the movant upon giving security under these rules.

According to Robinson, custodian costs, which have been accruing at the rate of \$25 per day since February or March of 2005 and include an initial \$2,235 expense for hauling the boat from the water, are excessive or disproportionate to the value of the vessel. (Id. at 3; Pl.'s "Costs Breakdown," Docket No. 31, Ex. A .) In addition, Robinson argues that any further delay in sale is unreasonable because sale is "inevitable." (Id.) A survey of the vessel has been filed under seal.

Based on my foregoing discussion regarding the possibility that Robinson's entire action is time barred, I reject Robinson's argument that sale is inevitable. As to the former argument concerning the proportionality of the storage expenses, I acknowledge that there is a concern, particularly as Judge Carter will not be publishing a trial list for January through March, 2006. On the other hand, it appears that it may have been ill- advised for Robinson to seek the vessel's placement with a custodian in the first instance. In opposition to the motion for interlocutory sale, Prior argues that, ultimately, it will be Robinson rather than Prior who "will be responsible

for the hauling and keeping of the vessel." (Def.'s Opp'n to Mot. for Interloc. Sale at 3, Docket No. 33.) Prior suggests in his motion that the vessel has far greater value to him than the market would offer because he built it and can repair some undisclosed damage it has sustained. (Id.) He maintains that Robinson should simply release the vessel to him so he might hold it pending the resolution of this suit. (Id. at 4.) Of course, even if that would be a reasonable course of action, the obvious question is who is going to pay the substitute custodian's "expenses of justice." The existing record does not even indicate that any of these expenses have yet been paid.

In admiralty law, services or property used to preserve and maintain a vessel under seizure, if furnished upon authority of the court or an officer of the court, are known as "expenses of justice" or expenses *in custodia legis*. . . .

Expenses of justice enjoy special favor in admiralty law, since they receive priority over all other claims when equity and good conscience so require.

United States v. D.K.G. Appaloosas, Inc., 630 F. Supp. 1540, 1574 (E.D. Tex. 1986) (discussing maritime custodian liens by analogy in a case involving criminal forfeiture proceedings). In my view, it does not make much sense to continue to accrue further storage expenses in this case. The parties ought to consider whether it would be more appropriate to release the vessel to Prior subject to an order that he preserve it,<sup>4</sup> rather than to continue accruing storage fees. If neither party has any present ability or desire to pay said fees, sale of the vessel would be the only practical means of satisfying the custodian's lien. In other words, despite his request that the costs of the *Karrie N*'s arrest be taxed to Robinson, I would suggest that if Prior truly wishes to recover the *Karrie N*, he had better demonstrate on the record that he has a present desire and ability to do what is necessary to recover her from the custodian before the time for objection to this recommendation has run.

---

<sup>4</sup> This appears to be something that both parties agree upon in their motion papers although it appears that they have been unable to negotiate a formal agreement. I suspect their failure to come to an agreement has something to do with paying the custodian's fee.

## Conclusion

For the reasons stated above, I **RECOMMEND** that the Court **GRANT, in part,** Plaintiff Robinson's Motion for Partial Summary Judgment (Docket No. 41) by entering judgment against Prior's counterclaim for damages and postpone action on Robinson's Motion for Interlocutory Sale pending Prior's "objection" to this recommendation. (Docket No. 31.)

## NOTICE

A party may file objections to those specified portions of a magistrate judge's report or proposed findings or recommended decisions entered pursuant to 28 U.S.C. § 636(b)(1)(B) for which *de novo* review by the district court is sought, together with a supporting memorandum, and request for oral argument before the district judge, if any is sought, within ten (10) days of being served with a copy thereof. A responsive memorandum and any request for oral argument before the district judge shall be filed within ten (10) days after the filing of the objection.

Failure to file a timely objection shall constitute a waiver of the right to *de novo* review by the district court and to appeal the district court's order.

/s/ Margaret J. Kravchuk  
U.S. Magistrate Judge

Dated: November 16, 2005

ROBINSON v. PRIOR, ET AL.

Assigned to: JUDGE GENE CARTER

Demand: \$750000

Cause: 46:688 Jones Act

Date Filed: 02/04/2005

Jury Demand: Both

Nature of Suit: 340 Marine

Jurisdiction: Federal Question

### Plaintiff

**BASIL ROBINSON**

represented by **CHRISTOPHER R. CAUSEY**

KELLY, REMMEL &

ZIMMERMAN

53 EXCHANGE STREET

P.O. BOX 597

PORTLAND, ME 04112

207-775-1020

Email: ccausey@krz.com

**LEAD ATTORNEY**

**ATTORNEY TO BE NOTICED**

**R. TERRANCE DUDDY**  
KELLY, REMMEL &  
ZIMMERMAN  
53 EXCHANGE STREET  
P.O. BOX 597  
PORTLAND, ME 04112  
207-775-1020  
Email: tduddy@krz.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**GREGORY PRIOR**

represented by **ANDREWS B. CAMPBELL**  
CAMPBELL LAW OFFICES  
45 KALER CORNER  
WALDOBORO, ME 04572  
207/832-7212  
Email: abclaw207@adelphia.net  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Defendant**

**KARRIE N F/V**

represented by **ANDREWS B. CAMPBELL**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Custodian**

**BEGGARS WHARF**