



## **SERVICE OF PROCESS**

### **11.9 ADMIRALTY**

- A. Proponent:** Office of General Counsel (OGC).
- B. Purpose:** Admiralty and maritime jurisdiction is part of the judicial power conferred upon the courts of the United States by the Constitution which provides "[t]he judicial power shall extend to all cases of admiralty and maritime jurisdiction" (Article III, Section 2). Subject to specific statutes, the authority of a district court is generally limited to the geographical limits of the district, including the territorial waters bordering the district (a distance of approximately 3 miles offshore, except for districts which border the Gulf Coast of Texas and Florida where the offshore jurisdictional limit is 12 nautical miles or approximately 9 miles). However, bodies of water that are wholly located within a single state and are not navigable nor used in interstate or foreign commerce would not be included in the admiralty jurisdiction. In short, admiralty *in rem* jurisdiction of the federal court and the United States Marshals Service (USMS) authority to arrest vessels is limited to vessels and/or cargo physically within the territorial jurisdictional authority of the district.
- C. Authority:** The USMS becomes involved in admiralty matters by carrying out orders of the federal courts ([28 U.S.C. § 566](#)) as well as mandates found in the *Supplemental Rules for Certain Admiralty and Maritime Claims*.
- D. Policy:**
1. **Types of Maritime Actions:** There are three types of maritime actions: *in rem*, *quasi in rem*, and *in personam*.
    - a. **Proceedings In Rem:** In rem actions are brought to enforce any maritime lien, which is a right against a particular vessel, its engines, boilers, appurtenances, furnishings, fittings, etc., her bunkers, or cargo involved directly in the incident. The action could have stemmed from a ship mortgage, repairs, the supplying of necessities, crew wages, collision liability, loss of, or damage to cargo, bodily injury, salvage, wrongful death, or in accordance with authority granted under an applicable statute including some types of forfeiture actions. Execution of a warrant of arrest of the vessel or cargo in admiralty cases is necessary to acquire jurisdiction in an in rem action. An in rem suit in an admiralty action must be started in the district where the vessel or cargo or tangible property is located [supplemental rule C(2)(c) and E(3)(a)]. However, if the vessel or cargo or tangible property cannot be found or located therein, then the complaint may be filed in any district of the United States and the allegation made that it is expected within the district within the pendency of the action. The court will not acquire admiralty jurisdiction until the vessel or cargo or tangible property is actually arrested within that district or dependent on the facts, the parties otherwise agree to jurisdiction.
    - b. **Quasi In Rem:** The *Writ of Maritime Attachment* (sometimes referred to as the *Writ of Foreign Attachment*) and/or *Garnishment* is used to acquire personal jurisdiction, to the extent of the value of the property seized, over a defendant not found in the district (not being physically present therein for purposes of service

as opposed to doing business in the district) and also acts as security for any judgment that might be obtained in the action. This section should be followed for the protection, maintenance, and upkeep of that property. When process in rem or of maritime attachment or garnishment has been issued, the vessel may be seized only in the district issuing the process [supplemental rule E(3)(a)]. Unless otherwise authorized by statute, a United States Marshal (USM) may not arrest, attach, or garnish property outside the territorial jurisdiction of his or her district [supplemental rule E(3)(a)].

- c. ***In Personam:*** In personam actions are proceedings against a person or persons (e.g., the owner or owners of a vessel). An action in personam is used to secure a judgment against the person rather than against the vessel or other property involved in the incident. Often an action will be brought both in personam and in rem.
2. **Keeper:** Is a person or party appointed by the USM to act on behalf of the USM who is usually a private person or company that is not an employee of the USM or the United States Government.
    - a. The keeper receives instructions from and are responsible to the USM and will not adhere to instructions, orders, etc., from other sources.
    - b. The arresting Deputy United States Marshal (DUSM) will review the duties and responsibilities of a keeper with the latter to ensure that the appointed keeper is well acquainted with his or her duties and responsibilities, including any applicable local court rules.
    - c. Depending upon the circumstances, it may be necessary to obtain a qualified seaman, engineman, or both to act as keeper of the vessel (e.g., where engines have to be "turned over" or an anchor watch maintained).
    - d. If the USMS selects an independent contractor to act as keeper of the vessel, that contractor must be capable of performing all necessary services as keeper and be financially able, and/or adequately insured to resolve all claims of damages and injuries which may result from the keeper's negligence.
    - e. Under certain circumstances, dependent upon the type and size of the vessel and her condition, a "ship's agent" may be used as a keeper. In that case, the ship's agent will obtain the necessary personnel and equipment required to perform the service.
    - f. No keeper will be appointed without an express written agreement for keeper services. Refer to the [Consent Keeper Agreement](#).
  3. **Substitute Custodian:** In many instances, an arresting party will obtain an order from the court appointing a substitute custodian to act in place of the USM and his or her keepers. Often this assumption of responsibility occurs immediately upon the arrest or attachment of the vessel, the cargo, or the property by the USM. A court order for the appointment of a substitute custodian will accompany the warrant or the writ.
    - a. As a requirement of obtaining the order appointing the substitute custodian, the arresting party will file proof satisfactory to the court of financial ability or sufficient insurance coverage to ensure that the substitute custodian can respond to any damages or injuries that might result from the negligence of the substitute custodian.

- b. The order appointing the substitute custodian will discharge the USM from his or her duties of safekeeping the seized property.
  - c. The order appointing the substitute custodian, and not the substitute custodian's affidavit alone, should contain a hold harmless and indemnity clause which releases and indemnifies the USM and the United States.
  - d. When the United States is the arresting party in an admiralty case, it will act in most cases as a self-insurer.
  - e. When the USM releases a vessel, and/or other property seized, to the custody of a substitute custodian, the USM should complete an appropriate return and the substitute custodian should complete an appropriate receipt for the property (see form [USM-285](#), *Process Receipt and Return*).
  - f. Generally, an order appointing a substitute custodian also provides that the reasonable expenses of that substitute custodian will be considered administrative expenses. The substitute custodian, or the arresting party on his or her behalf, is responsible for payment of all custodian expenses incurred, not the USM.
4. **Insurance:** The USM will require the plaintiff who is seeking the arrest of a vessel or other property in admiralty to purchase insurance on behalf of the USM. The USM will maintain insurance at all times, including when a substitute custodian or keeper has been appointed. Payments for the premiums must be deducted from the advance deposit collected for the seizure and as subsequently needed ([28 U.S.C. § 1921](#)).
- a. **Type of Insurance:** Protection and indemnity insurance covering the USM and the United States is required. There should be no other beneficiaries named. Other persons or entities seeking insurance should arrange for coverage separately. Liability is based on fault arising from the negligence of the USM or those acting on his or her behalf pertaining to the custody of the seized property. The coverage does not cover pollution claims, sunken wrecks, sunken cargo or other such property, or claims arising out of underway operations of the vessel. It is not a direct non-liability type of insurance (i.e., insurance that will result in payment for loss of the seized property without fault of the USM).
  - b. **Availability of Insurance:** The USMS has made insurance available to arresting parties; however, this insurance is not intended to be exclusive. Any other insurance provided by an arresting party must be at least equivalent to the coverage and amount provided in the insurance provided by the USMS. If the arresting party provides another appropriate insurance, the USM may not purchase an insurance policy on the arresting party's behalf. Insurance that contains a deductible, an exclusion for property in the care, custody, or control of the insured, or an exclusion for property under detention by law is not appropriate liability insurance coverage for the USM in admiralty cases. Any required inventories, reports, etc., should be made and premiums submitted promptly. As with other expenditures incurred by the USM, appropriate deposits must be collected in advance to cover such costs. There are usually a minimum number of days of coverage required by insurance policies. Also, special situations (e.g., property recovered from wrecks, oil pollution, and dangerous cargoes) may require special arrangements for insurance. If such insurance is not available, the court and OGC, USMS, should be notified immediately.
  - c. **Amount of Coverage Required:** The amount of the coverage is not limited solely by the value of the property seized. Although the property may be of

relatively low value, the USM's exposure to potential liability for negligent injury to third parties or property requires that a minimum insurance coverage of \$1 million per seizure be obtained. If the vessel or other property seized is valued over \$1 million, then a higher coverage is required. Moreover, if there are special circumstances (e.g., dangerous cargo on board a vessel to be seized), additional coverage may be required.

- d. **Determination of the Coverage:** The arresting party is required to provide the value of the property to be seized. When the seizure will affect other property (e.g., cargo on a seized vessel), the value of that property must also be provided. Further, any special situations (as discussed in this section, e.g., cargo operations, movement of the vessel) should also be considered.
- e. **Informing the Insurer:** The insurer must be kept informed of each seizure, the value of the property seized, and any existing special circumstances. If the vessel must be moved, or if work or repairs on the vessel or cargo operations must be performed, the USM must notify the insurer. If the arresting party or its agent procured the insurance, the arresting party is responsible for notifying the insurer.
- f. **Payment of Insurance Premiums:** If the insurance is obtained through the USM, the USM must pay the premiums from the advance deposit provided by the arresting party. If the insurance is obtained by the arresting party or its agent, the arresting party is responsible for paying the premiums.
- g. **Amount of Premium:** The specific amount of each premium and the method and time of payment, as well as the requirement for the reporting of each seizure, will necessarily depend upon the arrangements made with any particular insurer. The USM will receive instructions regarding these requirements for any insurance policy obtained by the USM.
- h. **Independent Contractors as Keepers:** Independent contractors who act as keepers for the USMS must have insurance equivalent to that required for the USM. Independent contractors can obtain appropriate insurance coverage as keepers through the USMS.
- i. **Substitute Custodians:** Substitute custodians are required to maintain insurance at least equivalent to that maintained by the USM when the latter is acting as custodian. If the substitute custodian or the plaintiff has sufficient assets to act as "self-insurer," they may seek an order from the court and must satisfy the court that they can be self-insurers. Insurance coverage is preferred. Arrangements have been made by the USMS for substitute custodians to obtain insurance coverage equal to that maintained by the USM when the latter is acting as custodian. The substitute custodian or the plaintiff is responsible for paying the insurance premiums on the substitute custodian's policy.
- j. **Production of the Policy:** Since the plaintiff will be paying the premiums for the USM's policy and the substitute custodian's policy, if appropriate, that party is entitled to review a copy, or obtain a copy of the policy. Each USM's office should have available a copy of the policy covering the USM or if requested should obtain one from the insurer.
- k. **Reporting of Incidents:** Any incident resulting in possible or actual damage or injuries pertaining to or in relation to the property in custody should be immediately reported to the insurer.

5. **The Actual Arrest:** Unless otherwise authorized by statute, a USM may not arrest, attach or garnish property outside the territorial jurisdiction of his or her district; thus, a vessel on the high seas (a distance beyond approximately 3 miles offshore, except for districts which border the Gulf Coast of Texas and Florida where the offshore jurisdictional limit is 12 nautical miles or approximately 9 miles) may not normally be arrested by the USM. Also, depending on the circumstances, not every vessel transiting through the waters of the district may be arrested. Under concepts of international law (the doctrine of "free passage"), a vessel may transit territorial waters without being subject to arrest. If a question regarding the USM's authority to arrest a vessel arises from the location of an offshore vessel, the USM should contact the OGC, USMS.
6. **Safety Factors:** Although a vessel may be physically located within a district, environmental factors such as storms or heavy seas may render it unsafe to attempt to arrest the vessel (e.g., a vessel at anchor during a storm). The USM should not take undue risks. Use of helicopters is not recommended under normal circumstances. Usually, the United States Coast Guard (USCG) will assist in providing water transportation if necessary; however it will not use force to stop a vessel, nor, except under exceptional circumstances, should it be requested. Boarding of moving vessels should be avoided. Safety for all parties involved should be the first consideration.
7. **Public Notice of Arrest or Attachment:** Sufficient copies of the *Notice of Arrest or Attachment* to adequately post the vessel should be prepared. The original of the *Notice of Arrest or Attachment* should accompany the complaint and warrant or writ.
8. **Water Transportation:** If water transportation is needed to reach the vessel, the USM should ensure that arrangements for such transportation have been made prior to his or her departure from the office. As stated, the USCG, if available, will assist in this manner in United States Government-initiated admiralty seizures. In private litigation actions, the initiating party is responsible for payment of such transportation costs.
9. **Release of Vessel or Property:** A vessel, cargo, or other property may be released by order of the court. Usually this release is based upon the defendant providing a special bond or a general bond. Dependent upon the type of bond, the parties may also stipulate to the amount and nature of the security. Additionally, except as to possessory, petitory, and partition actions, under Supplemental Rule E(5)(c), the USM may release property under arrest, attachment, or garnishment upon the USM's acceptance and approval of a stipulation, bond, or other security signed by the party on whose behalf the property is detained or his or her attorney. Such documents must expressly authorize such release. Additionally, all costs and charges of the court and its officers, including the USM's, must be paid before the property may be released. Under Supplemental Rule E(5)(c), it is not necessary that the defendant also sign the document. Further, under Supplemental Rule E(5)(c), only the USM has the authority to release the property in this manner, even if the property is in the custody of another person or organization having the warrant. Unless otherwise provided in a court order, the submission of Form [USM-285](#), *USM's Process Receipt and Return*, instructing the USM to release the seized vessel or property and signed by the party seizing the vessel or property is acceptable for these purposes.
10. **Sales of Vessels and Property:** Although Supplemental Rule E(9)(b) and (c) requires that only the USM arrest or attach a vessel and tangible property thereon, the court may order a person or entity other than the USM named in the warrant in rem or a writ to seize and sell other property. Further, a vessel or other tangible property on board the vessel may be sold by a person assigned by the court if the USM is a party in interest. Also see [28 U.S.C. § 1921 \(c\)\(1\)](#) regarding the use of a public auctioneer. The USM will sell a vessel or other property seized in an admiralty action for the following types of sales: an interlocutory sale and a final sale.

- a. **Interlocutory Sale:** Prior to the final disposition of a case, the court may authorize the sale of a vessel or other property under arrest or attachment. This is usually designated as an "Interlocutory Order of Sale." This type of sale may be ordered because the property is perishable; because the property or vessel may be subject to deterioration, decay or damage pending final disposition of the action; because the expense of keeping the property or vessel is excessive or disproportionate to its value; or because there is an unreasonable delay in securing the release of the property or vessel. Any party or the USM may move for an interlocutory sale under Supplemental Rule E(9)(b).
    - b. **Final Judgment Sale:** This sale is based upon the judgment that has been issued at the final disposition of the case.
  - 11. **Local Rules:** The USM must comply with the specific provisions of the local rules for his or her district. If there are any problems or questions related to the implementation of those rules, the USM should contact the court for instructions.
- E. Responsibilities:** It is the responsibility of DUSMs to serve and enforce lawful process issued by the United States District Courts in federal admiralty actions. See 28 U.S.C. § 566(a); Federal Rules of Civil Procedure, Rules 4(c)(3), 4.1(a); and Supplemental Rules for Admiralty or Maritime Claims or Asset Forfeiture, Rules B(1)(d)(i), C(3)(b)(i).
- F. Procedures:**
- 1. **Basis for Seizure:**
    - a. The warrant or writ is directed to the USM and commands him or her to arrest, attach, or garnishee the vessel, property, or cargo and to hold it pending further order of the court.
    - b. In cases involving maritime attachment, the complaint must include a request for issuance of the *Writ of Maritime Attachment* and must be accompanied by an affidavit by the plaintiff or his or her attorney that the in personam defendant cannot be found in the district [Supplemental Rule B(1)]. This affidavit should state what efforts were undertaken by the plaintiff to locate the defendant (e.g., checked last known address and defendant not located there or it is outside the district; no listing in the telephone book, etc.). The USM is entitled to rely on these statements and does not have to commence an independent search for the defendant.
  - 2. **General Procedures:** Upon authorization of the court or the clerk, the clerk will issue a warrant for the arrest of the vessel or other property that is the subject of the action or will issue a *Writ of Maritime Attachment or Garnishment* and deliver it to the USM for service. There are basic procedures that should be reviewed and followed in order to achieve the arrest, attachment, or garnishment. Although the *Supplemental Rules for Certain Admiralty and Maritime Claims* authorize persons or organizations other than the USM to be named by the court to execute the warrant of arrest, or writ of attachment or garnishment, seizure of a vessel and tangible property on a vessel remain exclusively the task of the USMS. Seizure of other tangible or intangible property can now properly be undertaken by other persons or organizations if named by the court in the warrant of arrest, writ of attachment, or garnishment. In addition, many districts have local rules pertaining to admiralty procedures and these must be followed where applicable.
    - a. **Receipt of Process:** Upon receipt of a warrant or writ, the USM should ensure that sufficient copies of the warrant or writ, summons and complaint, and any other pertinent documents (e.g., an order for substitute custodian), have been

received; that adequate instructions are included therewith; that appropriate advance fees are received; and that the duties, obligations, and responsibilities of the USM, the attorney for plaintiff, and the substitute custodian, as appropriate, are discussed and understood by all concerned and reduced to writing, as appropriate, on form [USM-285](#). This form must be filled out by the arresting party and must provide complete detailed instructions for service of process, including the exact location and description of the vessel or property to be seized, the estimated value of the vessel and the cargo, the registry of the vessel, and any other actions required of the USM subsequent to the service. Whenever possible, the attorney for the plaintiff should contact the USM to discuss the procedures, proposed order, and instructions before commencing the initial procedures (e.g., to discuss any problem related to the seizure, deposits, insurance, substitute custodian orders, etc.). In some districts, the local rules require this meeting. If there are any questions which cannot be resolved, the USM may apply to the court for further directions.

- b. **Special Circumstances:** Wherever possible, information should be provided by the arresting party as to the condition of the vessel ("live" or "dead"); whether a crew is aboard; whether machinery is operable or will have to be operated; whether the vessel is moored or anchored; whether cargo is aboard and, if so, whether it is perishable or nonperishable; whether repair work is being performed; the condition of the vessel; whether a crew will have to be maintained aboard; whether water transportation will be needed; whether the cargo is dangerous or hazardous in nature; whether there may be any problems related to oil pollution; whether the vessel will have to be moved; and any other information that would pertain to the protection, maintenance, and upkeep of the vessel or the property while under seizure, as well as involving the safety of the harbor. This information should be presented to the court and, also, referred to in the court order whenever possible. If cargo work or repairs are being undertaken, the court order should also provide whether it is to continue, who will be responsible for the performance of the work, and whether the expenses related to such work shall be considered administrative expenses. There are many situations where the plaintiff only intends to arrest or attach cargo or property upon a vessel (e.g., bunkers), but the aforesaid information will still be necessary and the same approach required as in arresting or attaching the vessel itself since the seizure of the cargo or the property will result in the vessel being detained until provision is made for the removal of the cargo or the property. Particular problems are presented by the increasing number of attempted arrests of sunken vessels, cargo, and "treasure." Generally, in handling cases involving special circumstances, contact should be made with the OGC, USMS. However, this is particularly true in sunken vessel, cargo, or treasure cases due to both the legal and practical problems related to possession, control, and safekeeping of the property and to obtaining insurance.
- c. **Advance Deposits for Costs:** Under [28 U.S.C. § 1921](#), the USM shall collect in advance sufficient fees to cover the cost of service of the process, USM's insurance, and sufficient keeper and maintenance fees [supplemental rule E(4)(e)]. Due to local labor situations and prevailing work conditions, some districts are required to pay a higher hourly or daily rate for keepers, wharfage, etc., than other districts. Regardless of the going rate, the USM shall insist on at least a 10-day advance for his or her expenses unless the local rules provide otherwise. The custody and safekeeping of vessels, cargo, and other seized property pursuant to civil, admiralty, or bankruptcy actions on behalf of private litigants, rests with the USM affecting the seizure and are conditioned upon the advance of sufficient funds by the arresting party to cover the costs incidental to the safekeeping and custody requirements. If special circumstances exist which

will require greater expenditures, then the required deposit should take that into account. If a substitute custodian is to be immediately appointed, then the amount of the deposit required should also take that into consideration. The "initial" arresting party is responsible for making the payments; however, there may be a provision in the court's local admiralty rules that covers this situation.

- 1) While under seizure the vessel and/or the cargo or property is to be protected and kept safely in essentially the same condition as when it was arrested or attached. Unless otherwise ordered by the court or provided in the local admiralty rules, all cargo work or repair is to stop at the time of seizure. No movement of the vessel or improvements or work of a special nature, except emergency actions, may be undertaken without an order of the court.
  - 2) Following the seizure of a vessel, cargo, or other property, and throughout the litigation, the USM will maintain a minimum balance equal to half of the arresting party's initial deposit, i.e., the equivalent of 5 days' deposit, to cover the continuing costs of the seizure. When the arresting party's deposit reaches the 5 day minimum, the USM will request an additional deposit of funds which is sufficient to cover the continuing costs of the seizure for a reasonable time, e.g., 10 days. If this party fails to deposit the requested funds, the USM will immediately seek relief from the district court including, but not limited to, the right to release the property from arrest or attachment and the arresting party and its counsel will be obligated for any balance due and any sanctions deemed appropriate by the court. Notice of such application shall be given to any or all of the parties as the court may direct [supplemental rule E(4)(d)]. The district should contact OGC and the U.S. Attorney's Office when required to seek assistance from the court in collecting additional funds from the plaintiff.
  - 3) In accordance with [31 U.S.C. § 1341](#), no government employee, including the USM, has the right to obligate government funds to defray costs or expenses incurred in seizures on behalf of private litigants. Therefore, no vessel or property should be seized or continued under seizure without receipt of the required advance deposit. This mandate applies to actions by seamen [see [28 U.S.C. § 1921\(a\)\(2\)](#)]. Directions should be obtained from the court when necessary.
  - 4) When the United States requests the arrest or attachment in an admiralty case, no deposit is required. The Federal Government agency referring the claim for action/collection to the Department of Justice (DOJ) will be responsible for all costs and expenses of the arrest or attachment, not the USMS. Whenever possible, the initiating government agency should be appointed by the court as substitute custodian at the time the warrant is executed by the USM. It is then the responsibility of the initiating government agency as substitute custodian to bear all costs and expenses pertinent to keeping and maintaining the property following seizure.
3. **Service of the Papers:** Upon arrival at the vessel, the DUSM will serve a copy of the warrant or writ, the complaint, and the *Notice of Arrest or Attachment* upon the captain or person having custody of the vessel, cargo, or other tangible property and affix a copy of the public notice in a conspicuous place on the vessel, preferably the wheel house.

- a. The captain or person having custody of the vessel, cargo, or other tangible property should be informed that the vessel, cargo, and/or other tangible property is under seizure and may not be moved from its present location except in an emergency without the express permission of the USM and in accordance with an express court order.
  - b. Arrangements should also be made to ensure that the keeper has adequate shelter aboard the vessel, including lodging, if he or she is expected to remain aboard at night. Subsistence concerns should be resolved before the USM returns to his or her office.
  - c. The keeper should be instructed to record events concerning the vessel in a log and to contact the USM's office upon the occurrence of any unusual circumstances affecting the vessel, cargo, or other tangible property under seizure.
  - d. As soon as practical, the USM should promptly complete a return indicating the exact time, date, and place of the seizure and any other pertinent information, including the identity of the keeper, on Form [USM-285](#).
  - e. Unless the vessel is immediately released pursuant to the posting of a bond, the United States Customs and Borders Protection should be informed of the seizure and requested to deny the vessel clearance to depart the port without notification of release from the USMS [Supplemental Rule E(4)(b)].
4. **Special Procedures:** Upon arresting or attaching the vessel or property, the USM should complete Form [USM-102](#), *Seized Property and Evidence Control*, and determine whether any special procedures are necessary. Special procedures will apply whether the vessel is a "dead" vessel, i.e., a vessel whose machinery is not operating and/or no crew is on board, or a "live" vessel. The following are examples and are not "all inclusive." Situations vary not only within different ports, but within ports themselves. If there are any questions related to any required procedures the USM should contact the OGC or the admiralty counsel in DOJ.
- a. If a crew is aboard, all possible information pertaining to the condition of the vessel, its machinery, cargo, lines, anchors, operating capability, etc., should be obtained.
  - b. Unless the court order or local admiralty rules provide otherwise, all cargo work or repair work must stop.
  - c. If the cargo is perishable, if there is food aboard, and/or if the refrigeration units are not operating, the USM should be notified, appropriate arrangements should be made and court orders obtained, as needed.
  - d. If the crew is a foreign crew, the Immigration and Naturalization Service should be notified, as the crew may not be allowed ashore.
  - e. If any dangerous conditions relating to the seaworthiness or safety of the vessel or the cargo are found or suspected, it may be necessary to obtain a surveyor.
  - f. If machinery is expected to be operated on the vessel and the crew is aboard, the USM should notify the court so that appropriate orders may be obtained regarding the services to be provided by the crew.

- g. In some instances it may be necessary to take photographs and/or a photographic inventory of the contents.
  - h. Whenever possible, an inventory should be made as to valuable portable equipment, property, or other items which may be subject to pilferage.
  - i. No property should be removed from the vessel without appropriate authority. Many vessels contain radios, tape decks, and television sets that belong to the vessel owner and are not crew's property.
  - j. Information should be obtained as to the location and contents of sealed areas and rooms, and keys to these areas, if appropriate, should be obtained. The locations and availability of emergency equipment and services, including shoreside equipment and services, should be determined. The location and availability of communications equipment for contact with the USM's office and local emergency services should be immediately determined.
  - k. The USM should immediately alert the court and the parties to any problems which may relate to, or result in, oil pollution or hazardous cargo.
5. **Special Situations:** If the vessel or property that is subject to seizure appears at the time of arrest to be in a dangerous condition (e.g., a sinking or sunk vessel, a cargo or vessel on fire, a vessel leaking oil, hazardous cargo aboard), the USM should refuse to arrest the vessel, absent knowledge of and instruction from the court as stated in the court's orders or supporting documents. The USM should immediately notify OGC for further instructions, including instructions from the court.
6. **Visitors to Vessel:** Unless an order of the court has previously been issued making provisions for visitors to board the vessel, no visitors should be allowed aboard the vessel. The order should contain an appropriate indemnity provision and all visitors should be required to sign an appropriate waiver form relating to liability for injuries or damage to the property or other persons.
7. **Release of Vessel or Property:**
- a. Upon release of the detained property, the party receiving custody from the USMS should sign a receipt for the vessel and the items of property shown on the inventory, Form [USM-102](#), *Seized Property and Evidence Control*. The party receiving possession should, in the company of the keeper, re-inventory the property or, at the least, be given an opportunity to do so. Any party who takes possession of the seized property without an inspection or inventory does so at his or her own risk.
  - b. Upon receipt of a stipulation by the parties to release the vessel, the USM should release the vessel promptly within a reasonable time. Interveners who have neither placed notice in a public place or notified the USM of their respective claims, nor physically arrested the vessel or property may not delay or prevent the release of a vessel, absent a court order, where the parties who have seized the vessel have stipulated to its release. The substitute custodian, absent a court order authorizing him or her to do so, does not have the authority to release a vessel or property.
8. **Sales of Vessels and Property:** In some districts, there are extensive local rules pertaining to the performance of an admiralty sale. These rules should be followed whenever possible. If the USM is unclear regarding the application of these rules, or any of them, he or she should request instruction from the court.

- a. **Sales Orders:** The order authorizing the sale of the vessel or other property will be issued by the court. Specific provisions contained therein must be followed by the USM. The USM may set reasonable conditions for implementing the sale if they are not specified in the order itself. Generally, the parties, or one of them, will contact the USM to determine a convenient date, time, and place for the sale and the conditions or requirements which the USM would like to see included in the order. The USM should review the proposed order or orders to determine:
- 1) Whether a minimum bid amount has been set;
  - 2) Whether there are required minimum increments in the bidding, e.g., \$100 or more,
  - 3) Whether credit bids are allowed;
  - 4) Whether a certain amount of deposit or down payment is required;
  - 5) Whether the number of days for the balance to be paid is designated;
  - 6) Whether there are any limitations regarding who may bid, e.g., an alien restricted from bidding on the purchase of an American flag vessel;
  - 7) Whether any special methods of payment are designated, e.g., cashier's or certified checks;
  - 8) Whether there are any provisions regarding the filing of objections with the court;
  - 9) Whether, in the absence of objections, the court or local rules provide for automatic confirmation of the sale; and
  - 10) Whether the successful bidder is required to file an order for the clerk of the court's signature stating that no opposition of the sale has been filed to provide a written record for the court and documentation for submission by the new owner to the USCG or other authorities where the new owner may wish to register the vessel.
- b. **Notice of Sale:** After the order of sale is issued by the court, a notice of the sale must be prepared. Usually, this is prepared by the initiating party or his or her attorney. Alternatively, Form [USM-62](#), *Notice of USM's Sale in Admiralty*, can be used. This notice should contain the date, location, time of sale, and all conditions connected with the sale as outlined in the order authorizing the sale. Usually, the USM will publish the notice of sale in accordance with the local rules and procedures. Some orders may provide for publication in newspapers which are not listed in the local rules or may require publication for a number of days which exceeds those required by the local rules. The USM should remind the newspaper publishers of the need to provide him or her with an affidavit of publication immediately subsequent to the required publication. These affidavits must be available for purposes of confirmation of the sale.
- c. **The Sale:**
- 1) Prior to the sale, the names and addresses of the prospective bidders and the companies they represent, if applicable, should be obtained by the USM. This listing should be retained in the USM's file as part of the

record of the sale to verify the presence of the persons at the sale and to list the bids received from each such prospective buyer.

- 2) Also prior to the sale, the USM conducting the auction will read aloud the requirements specified in the order of sale, including the *Notice of Sale*. After the reading of those documents and any other documents required by the court to be read at the sale, the USM will announce that the auction is now open for bids. If there is no specific requirement, and the persons present at the auction agree, the reading of documents other than the *Notice of Sale* may be waived.
- 3) The sale should be conducted in the same manner as any public auction. The auction will be opened at the place, date, and time of sale as specified in the court order and *Notice of Sale*. There should be no change in the direction stated in the court's order without authority of the court.
- 4) If a minimum bid amount has been set by the court, the USM must state the amount and that all bids must commence from that level.
- 5) Each bid should be written down by the USM or an assistant when received and placed alongside the name of that bidder.
- 6) The USM selling the property should repeat the highest bid three times and, if no further bids are made, announce that the property is sold to the highest bidder unless there is reason to not finalize the sale.
- 7) If the highest bidder does not meet the requirements for the deposit or, subsequently, for payment of the balance, all of the names of the bidders should be presented to the court at the hearing that will follow. Under these circumstances, the sale does not automatically revert to the second highest bidder. It is generally in the discretion of the court whether the sale should be confirmed to anyone other than the original highest bidder or whether a new sale will have to take place.
- 8) In most districts, an order of sale will usually provide that any person bidding with the intent to delay or hinder the sale may be subject to sanctions by the court. Even in those situations where there is no specific order or rule pertaining to this problem, the court should be informed of the name of the party involved in the event the court chooses to exercise its jurisdiction regarding interference with a court order.

#### 9. **Confirmation of Sale:**

- a. Most districts have local admiralty rules that provide for automatic confirmation of the sale of a vessel. Some do not provide for the issuance of a formal order. The USM should confirm that no objections have been filed before releasing the vessel. Since the automatic confirmation takes effect generally, if no objections are filed, within a certain time period (e.g., 3 court days), a bill of sale should not be issued by the USM until after the close of the court's business on the specified day. Since the USM's office will also probably be closed at that time, the bill of sale should be issued immediately on the following day.
- b. The bill of sale [Department of Transportation form CG 1356 (Rev. 9-92)] should be completed in original form with at least three copies. The original and one certified copy should be given to the purchaser, one copy should be given to the

clerk of the court, and the third copy should be kept for USMS files. The bill of sale conveys the property “as is, where is” with no warranties.

10. **Bidder’s Failure to Pay, Objections of Sale, or Non-Confirmation:**

- a. If the successful bidder does not pay the balance required in accordance with the court order or otherwise defaults, the USM should immediately notify the court for instructions. The court may require a hearing pertaining to a possible second sale or confirmation of the sale of another bidder. Generally, the deposit money received from the successful bidder will be used to pay the added costs of maintenance and upkeep, and any other expenses incurred as a direct result of the default, until the vessel is either subsequently sold or otherwise disposed of in accordance with a court order.
- b. In instances where objections to the confirmation of the sale are filed, normally the local rules provide that the person making the objection shall deposit a sufficient sum with the USM to cover the cost of maintenance and upkeep during the time required for the determination of the validity of the objection. Also, generally, local rules provide for further payments if the objection is upheld or denied. If there are no applicable local rules, the USM should request instructions from the court regarding the payment of expenses during the interim period.

11. **Proceeds of Sale:** In accordance with [28 U.S.C. § 1921](#), the USM is entitled to is entitled to have his or her fees, commission, and expenses deducted from the proceeds of the sale. The balance is then, usually, paid into the registry of the court.

- a. In some circumstances, the court order may provide for other payments from the proceeds or may direct the USM to deduct his or her fees, commission, and expenses from the proceeds and to remit the net proceeds to the court. Generally, the USM should follow the directions in the court order regarding the disposition of proceeds. However, if he or she has questions concerning the language of the order concerning payments, or any other matter addressed in the order, he or she should immediately notify OGC, USMS.
- b. In private actions, for admiralty sales, the USM is entitled under [28 U.S.C. § 1921](#), to his or her fees, commission, and expenses when the purchaser is a credit bidder. The purchaser should be notified of the necessity of paying these amounts.
- c. When the proceeds of the sale are remitted to the clerk of the court, they must be accompanied by a USM’s bill showing his or her fees and expenses, including his or her commission. The proceeds of the sale and the USM’s bill should be submitted to the court as soon as possible. Accordingly, the USM should pay all bills promptly as due, or resolve all issues concerning bills promptly during detention, and submit complete records, or copies thereof, to the court, as required.
- d. Absent local rules providing otherwise or objections filed regarding the USM’s bill, no motion is necessary to confirm the payments to the USM. If any objections or problems arise regarding these payments, the OGC should be immediately notified.
- e. Under [28 U.S.C. § 1921 \(c\)\(1\) and \(2\)](#), the amount of the commission will be determined by the range that is in effect at the time and is set by the attorney general. Currently, this range is found in [28 C.F.R. § 0.114](#).



**CONSENT KEEPER AGREEMENT**

I, \_\_\_\_\_, while acting as appointed Keeper of the \_\_\_\_\_, do agree that I

(Name of Consent Keeper)

(Name of Vessel)

will not allow equipment, tackle, apparel or furniture to be removed from this vessel. Should any unusual

circumstances occur, I will contact a U.S. Marshals Service supervisor at \_\_\_\_\_ during the

(Office Phone Number)

office hours of 8:30 a.m. to 5:00 p.m. After office hours, I will contact the Chief Deputy or the U.S. Marshal

or another designated contact at the after hours number of \_\_\_\_\_. At no time will I leave my

post or let ship or property out of my sight without being properly relieved. I assume full responsibility for the

safekeeping of this ship and its property.

DATED: \_\_\_\_\_

(Consent Keeper)

APPOINTED BY: United States Marshals Service

\_\_\_\_\_ District of \_\_\_\_\_

BY: \_\_\_\_\_

U.S. Marshal, Chief Deputy, or Supervisory Deputy

Dated: \_\_\_\_\_

**MOTION AND ORDER FOR APPOINTMENT OF SUBSTITUTE CUSTODIAN**

(PRIVATE ACTIONS)

UNITED STATES DISTRICT COURT  
\_\_\_\_\_ DISTRICT OF \_\_\_\_\_

CIVIL NO.

\_\_\_\_\_,  
Plaintiff

v.

MOTION AND ORDER  
FOR APPOINTMENT OF  
SUBSTITUTE CUSTODIAN

\_\_\_\_\_  
her engines, tackle, apparel,  
furniture, equipment and all  
other necessaries thereunto  
appertaining and belonging, in rem,

\_\_\_\_\_  
Defendant

PLAINTIFF, \_\_\_\_\_, by and through its attorneys \_\_\_\_\_, having  
appeared and made the following recitals:

1. On \_\_\_\_\_, 20 \_\_\_\_\_, the Complaint herein was filed praying that the vessel \_\_\_\_\_, her engines, tackle, apparel, furniture, equipment and all other necessaries thereunto appertaining and belonging, be condemned and sold to pay Plaintiff's demands and claims and for other proper relief.
2. On \_\_\_\_\_, 20 \_\_\_\_\_, the Clerk of this Court issued a Warrant of Arrest of Vessel commanding the United States Marshal, for the \_\_\_\_\_ District of \_\_\_\_\_, to arrest and take into custody the Defendant vessel and to detain the same in his custody until further Order of the Court.
3. It is contemplated that the United States Marshal will seize the Defendant vessel forthwith. Custody by the United States Marshal requires the services of one or more keepers alone and not including charges for wharfage and the other services usually associated with safekeeping vessels similar to this vessel.
4. The Defendant vessel is currently berthed at \_\_\_\_\_, who has agreed to assume the responsibility of safekeeping the said vessel and has consented to act as the custodian upon order of this Court, all for a sum, including wharfage and routine services required for the safekeeping of the particular vessel, at a rate of \$ \_\_\_\_\_ per \_\_\_\_\_. The United States Marshal is unable to perform or to have performed at a comparable rate these same services. Additional services to be performed by \_\_\_\_\_, will include \_\_\_\_\_, (e.g. pumping), which services are to be performed at separate costs, not to exceed \$ \_\_\_\_\_. In any case, the transfer of the Defendant vessel to the substitute custodian for safekeeping will not be effected until the Court approves such custodianship and all such charges have been paid by the moving party.
5. \_\_\_\_\_ (Substitute Custodian) by affidavit appended hereto as Exhibit \_\_\_\_\_ and made a part hereof, avers that he has adequate facilities and supervision for proper maintenance and safekeeping of the vessel, her engines, tackle, appurtenances, furnishings [cargo], etc., or for damage or injury sustained by third parties due to any acts, faults, or negligence of said substitute custodian or its

agents, it is

ORDERED that the plaintiff [and/or the substitute custodian (dependent upon who obtains the insurance)], in consideration of the United States Marshal's consent to the substitution of custody, shall indemnify, hold harmless, and release the United States Marshal, the United States of America, their agents, servants, employees, and all others for whom they are responsible, from any and all liability and responsibility arising out of the care and custody of the vessel, her engines, tackle, appurtenances, furnishings, [cargo], etc. from the date of the transfer of possession of said vessel, her engines, tackle, appurtenances, furnishings, [cargo], etc., and it is further

ORDERED that plaintiff [and/or the substitute custodian (dependent upon who obtains the insurance)] shall defend the United States of America, the United States Marshal, their agents, servants, employees, and all others for whom they are responsible, against all claims and actions arising out of said substitute custody and, further, shall indemnify and hold harmless and be responsible to pay and satisfy all claims and judgments that might arise out of said substitute custody and shall be responsible and indemnify and hold harmless the United States of America, the United States Marshal, their agents, servants, employees, and all others for whom they are responsible, for all attorneys' fees, costs, expenses and disbursements incurred in defending against such claims or actions arising out of said substitute custody, and it is further

ORDERED that the United States Marshal for the \_\_\_\_\_ District of \_\_\_\_\_ shall surrender the possession of the Defendant vessel to the substitute custodian named herein upon executing the warrant in this action, and it is further

ORDERED that \_\_\_\_\_ be, and is hereby, appointed the custodian of said vessel to retain the same in his custody for possession and safekeeping for the aforementioned compensation until further Order of the Court, and it is further

ORDERED that all United States Marshal's costs be paid prior to release of said vessel, and it is further

ORDERED that the substitute custodian must receipt for the vessel and the United States Marshal must attest to the date and time of release on a certified copy thereof, and it is further

ORDERED that Plaintiff's attorney will serve the owner of Defendant \_\_\_\_\_ with a copy of this Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at:

\_\_\_\_\_.

\_\_\_\_\_

**United States District Judge**

PRESENTED BY:

\_\_\_\_\_

**AFFIDAVIT OF SUBSTITUTE CUSTODIAN**

\_\_\_\_\_ DISTRICT OF \_\_\_\_\_

UNITED STATES OF AMERICA

\_\_\_\_\_, being first duly sworn, deposes and says that: (Custodian/Affiant)

1. He or she is familiar with the Defendant vessel, at least to the extent of her size, type, construction material and apparent condition, and believes that he or she has adequate facilities and supervision for and can safely keep said vessel in place of the U. S. Marshal during the pendency of this suit and until further order of the Court, and in this regard, affiant states that he or she will perform the following services for said vessel during his custodianship:

(Describe services, as, for example, provide dumping, provide firewatch, gangway guard, periodically inspect mooring lines, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The total charge for said services, excluding towage arranged for or performed by affiant (which itself should not exceed the sum of \$\_\_\_\_\_), will be the sum of \$\_\_\_\_\_ per \_\_\_\_\_ (hour, day, or month).

3. Affiant has adequate liability insurance [or assets] adequate to respond in damages for loss of or injury to the Defendant vessel during said custody. Affiant has presented the aforesaid proof of insurance to the U. S. Marshal.

4. Further, affiant agrees to accept substitute custodianship of the Defendant vessel, her engines, tackle, apparel, furniture, equipment, etc., in accordance with the Order Appointing Substitute Custodian.

5. All costs and expenses incidental to the keeping of the vessel will be paid by the moving party. The U. S. Marshal does not assume liability for any acts of the substitute custodian or any costs incurred incidental to this Court appointed custodianship.

6. I declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the foregoing is true and correct.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

**ORDER FOR APPOINTMENT OF SUBSTITUTE CUSTODIAN**

Under the application of plaintiff, United States of America, for an order appointing a substitute custodian in lieu of the U. S. Marshal in this case, and good cause appearing therefore, it is

ORDERED that plaintiff's application is granted; and it is further

ORDERED that the U. S. Marshal for this District transfer custody of the defendant vessels, \_\_\_\_\_, their engines, tackle, boilers, and appurtenances, or whichever is said defendant vessels may be found and arrested within this District, from their present location in or near \_\_\_\_\_, or wherever said vessels may be found in this District, to the custody of substitute custodian \_\_\_\_\_, by and through its authorized representatives, immediately following their arrest; and it is further

ORDERED that upon the transfer of said vessels to the substitute custodian, the aforesaid substitute custodian is hereby appointed to act as substitute custodian of the defendant vessels during *custodia legis* on behalf of this Court, in place and instead of the U. S. Marshal, until further order of this Court; and it is further

ORDERED that upon transfer of custody of the defendant vessels to the substitute custodian by the U. S. Marshal shall not be liable for any loss occurring while it remains in the custody of the substitute custodian; and it is further

ORDERED that upon transfer of custody of the defendant vessels to the substitute custodian by the U. S. Marshal, the substitute custodian shall cause the vessels to be towed from \_\_\_\_\_, or wherever transfer of custody of the vessels shall take place, to \_\_\_\_\_, which is within the jurisdiction of this Court; and it is further

ORDERED that all reasonable expenditures of the U. S. Marshal shall be administrative expenses in this action and a first charge on the vessels herein, to be paid to the U. S. Marshal prior to the release of the defendant vessels or distribution of the proceeds of their sale; and it is further

ORDERED that all reasonable expenses of the substitute custodian in preparing the vessels for moving to the business address of the substitute custodian, and other related expenses, including costs of refueling and/or towing the vessels from their places of arrest to the business address of the substitute custodian, said expenses being approximately \$\_\_\_\_\_ per vessel for the costs of tow,

and \$\_\_\_\_\_ per hour for the costs of a mechanic to supervise the condition of the vessels during said tow, shall be administrative expenses in this action and a first charge on the vessels herein, to be paid to the substitute custodian, or to any party advancing funds to the substitute custodian, prior to the release of the defendant vessels or distribution of the proceeds of their sale; and it is further

ORDERED that all reasonable expenditures which may be incurred by the United States of America and the substitute custodian, or by any party advancing funds to the substitute custodian, in safekeeping and maintaining the vessels while they are in custodia legis, including costs of maintaining adequate port risk insurance on the vessels, which insurance shall be maintained by the United States Department of \_\_\_\_\_, while the vessels are in custodia legis shall be administrative expenses in this action and a first charge on the defendant vessels herein, to be paid prior to the release of the vessels or the distribution of proceeds of their sale, said expenses of the substitute custodian being

\$\_\_\_\_\_ per day for the cost of watchmen, wharfage, fire protection, and shorepower;

\$\_\_\_\_\_ per hour for a one-time charge of cleaning the vessels of fungible and/or dangerous materials, such as flammable materials; and \$\_\_\_\_\_ per hour for the cost of routine

maintenance and preservation of the vessels, including the cost of mechanics for the care of engines during weekly starting or said engines and pumping of the vessels, said work to take a maximum of approximately four hours per week, per vessel; and it is further

ORDERED that during custodia legis the substitute custodian shall not permit repairs or changes to be made to the vessels, except for routine maintenance required for the vessels' safekeeping, or in emergency situations, without an order of this Court.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

United States District Judge

**RETURN**

I HEREBY CERTIFY that in response to the within order Appointing Substitute Custodian, I surrendered

the possession of the Defendant vessel, its engines, tackle, apparel, furniture, equipment, and all other necessaries thereunto appertaining and belonging to the within named substitute custodian at

\_\_\_\_\_ a.m./p.m. on \_\_\_\_\_.

By: \_\_\_\_\_ UNITED STATES MARSHAL

**RECEIPT**

I, \_\_\_\_\_, the substitute custodian named in the above Order, hereby accept receipt in accordance with the terms of the said Order, of the Defendant vessel

\_\_\_\_\_, at \_\_\_\_\_, and at the hour of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. I

further understand that the vessel can ONLY BE RELEASED by the U. S. Marshal. Any person releasing said vessel other than the U. S. Marshal will be responsible for all costs and fees due to the U.S.

Marshals Service.

Signed: \_\_\_\_\_

## **HOLD HARMLESS AGREEMENT AND WAIVER**

The undersigned \_\_\_\_\_, in order to obtain permission to board the \_\_\_\_\_ for the purpose of visiting, inspecting, surveying, or appraising that vessel, including, but not limited to, its engines, boilers, appurtenances, furnishings, cargo, etc., all of which are presently under the custody and control of the U. S. Marshal for the \_\_\_\_\_ District of \_\_\_\_\_ and/or his keeper, or by a substitute custodian appointed by the Court, hereby agree on my own behalf and on behalf of any employer, principal, or party which I represent, as follows:

1. The undersigned shall be liable for any damage to the aforesaid vessel, including, but not limited to, its engines, boilers, appurtenances, furnishings, cargo, etc., arising out of any actions or activities of any nature undertaken or performed by me in relation to my boarding the vessel, such liability to attach to me whether my actions or activities are negligent or not and whether the actions or activities of the U. S. Marshal, his keeper, the United States of America, and the substitute custodian are negligent or not, and
2. The undersigned shall hold harmless, indemnify, and defend the U. S. Marshal, his keeper, the United States of America, and the substitute custodian, whether the actions and activities of the aforesaid are negligent or not, against any claims and actions of any nature arising out of any actions or activities of any nature undertaken or performed by me, my agents, servants, employees, or others for whom I am responsible, in relation to my boarding the vessel, including, but not limited to, claims and actions by myself, my agents, servants, employees, and others for whom I am responsible, and, further, shall defend on behalf of the U. S. Marshal, his keeper, the United States of America, and the substitute custodian against all such claims and actions and shall be liable for payment and satisfaction of all judgments rendered or amounts agreed upon in settlement of such claims and actions, in addition to attorneys' fees, costs, disbursements, and court costs incurred in defending against such claims and actions, and
3. The undersigned hereby waives and surrenders all claims and actions for injury or damage to person or property that I may have against the U. S. Marshal, his keeper, the United States of America, and the substitute custodian, arising out of my boarding of the vessel whether the actions or activities of the U. S. Marshal, his keeper, the United States of America, and the substitute custodian are negligent or not, and further acknowledge and understand that the aforesaid parties make no warranties of any nature, expressed or implied, in relation to my boarding the vessel, and
4. The undersigned acknowledge and understand that the intent of this agreement and waiver is to cover all of my actions and activities while proceeding to, while aboard the vessel, and while departing from the vessel, as well as any other times and places which lead to an action or claim against the U. S. Marshal, his keeper, the United States of America, and the substitute custodian.

DATED: \_\_\_\_\_ SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_ WITNESS: \_\_\_\_\_

**U. S. Marshal's Advance Deposit Declaration and Application for Relief**

I, \_\_\_\_\_, pursuant to 28 U.S.C. § 1921, the U.S. Marshals Service Manual and/or Local Admiralty Rule (L.A.R. \_\_\_\_ ) hereby declare and aver upon information officially provided to me that \_\_\_\_\_, Counsel of Record for the Arresting Party in this action was requested on \_\_\_\_\_, 20\_\_ , to pay to the U.S. Marshal by \_\_\_\_\_, 20\_\_ , an additional ten days of custodial expenses. As of \_\_\_\_\_, 20\_\_ , the requested advance had not been made and only \_\_\_\_\_ days of expenses remain on deposit. Pursuant to 28 U.S.C. § 1921, the U.S. Marshals Service Manual 11.4 E.3.(b) and/or Local Admiralty Rule (L.A.R. \_\_\_\_ ) this Court is requested to order the release of the \_\_\_\_\_ and the payment by the arresting party and its counsel of all outstanding administrative expenses.