The United States Supreme Court unanimously rejected a seller’s claim that the Federal Boat Safety Act preempted common law tort claims by the husband of a woman who fell out of a boat and was killed by the boat’s unguarded propeller blades. This important decision holds that an express preemption clause that says that a state “may not establish, continue in effect, or enforce a law or regulation” establishing a performance or other safety standard that is not identical to the federal regulations only preempts statutes and regulations, not common law claims. The Court relied on a very careful grammatical analysis of the language of the clause. In seeking to avoid preemption, other preemption clauses should be carefully compared to the clause at issue in this case, and the similarities stressed. The Court concluded that the goal of the preemption clause was to limit state authority to regulate boats, and contrasted that to the goal of common law tort claims, which is to provide compensation to victims. The Court also rejected the manufacturer’s implicit preemption arguments.

Federal admiralty law does not apply to warranty claims that are grounded in the construction or sale of a vessel, so state law applies. While admiralty law may apply to the repair of a vessel, it will often borrow state law.

A statute requiring the Coast Guard to regulate the design, construction, alteration, repair, and operation of marine safety equipment preempted negligent design and manufacture claims, but not warranty claims that were based on statements the manufacturer made, failure to warn claims, or misrepresentation claims. Federal aviation laws do not preempt a claim that an airplane was defectively designed and lacked necessary warnings.

**Footnotes**


**Source:** National Consumer Law Center, Consumer Warranty Law [5th ed.], updated at www.nclc.org/library

**Source URL:** https://library.nclc.org/cwl/010704

**Links**