

DANGER IN PARADISE:

A Cautionary Tale for Cruising Sailors Considering a Bare Boat Charter in Belize

By: Jeffrey D. Ullman

Belize: Warm tropical breezes. Crystal clear waters. Hundreds of islets, or “cays,” many with unspoiled white sandy beaches, shaded by coconut palms gently swaying in the soft air, spread out among dozens of square miles of tranquil, sparkling turquoise water. Friendly, English-speaking people. An uncrowded and unhurried atmosphere. A sailor’s delight. A fisherman’s dream. A snorkeling and diving paradise.

But beware. Lurking just beneath the placid surface – both literally and figuratively, as it turns out – lies a risk of liability exposure so horrific in consequence as to dissuade even the prudent and experienced mariner from undertaking a bare boat cruise in the waters of Belize. It is a risk largely ignored and certainly not widely publicized. It arises out of the very abundant coral formations which themselves constitute so much of the attraction of this largely undiscovered place. Have even a minor encounter with the coral, and you are in for an unrelievedly nightmarish interruption of what you imagined was the perfect holiday. You will then learn that, appearances to the contrary notwithstanding, this really is the third world and it is largely in the thrall of petty bureaucrats who can and will extract their pound of flesh, acting under the ostensible authority of hopelessly complex and vaguely written laws which purport to protect the nation’s natural resources, but which, in reality, serve only to arm these bureaucrats with a stunning scope of discretionary authority. To make matters worse, the risk of such an encounter is magnified by an appalling lack of reliably maintained mooring buoys, the absence of up to date, accurate navigational charts either in print or electronic form and the fractious relationship between the environmental protection authorities, on the one hand, and at least one of the two major charter operators in Belize. The combination of these things is a recipe for disaster. It is an accident just waiting to happen. And it happened to us.

This is our story. All of it is true.

I am a lawyer by profession, but an avid sailor of more than thirty years. I own my own boat, a Hunter 33, and I have been bareboat chartering, in the United States and the British Virgin Islands, for many wonderful and trouble free years, through Sunsail. I hold a U.S. Coast Guard Master’s Credential, with Auxiliary Sail Endorsement. I have taken and passed a number of sanctioned courses in coastal navigation, and basic and advanced sailing. I took and passed the tests to obtain my Master’s License not because I had any real expectation of using it commercially, but because I thought the training and discipline taught in the preparatory courses would make me a better, safer sailor. The licensure requirements include certification in first aid and CPR, and, again, I believed that skills in those areas were essential for anyone who would skipper a boat, and therefore put the safety and welfare of others into his care. I take seriously the obligations of seamanship. I regard myself as a careful and reasonably experienced skipper. In all the years I have gone out upon the water, whether alone or with others, I have never caused injury to another, nor have I suffered or caused another to suffer damage to person or property through carelessness, recklessness or unsafe

conduct of any kind.

We have good friends who have gone with us on several of our bareboat adventures, having sailed with us twice for a week's adventure in the BVI's. So it was not a surprise when, last November, they approached us about doing it again. But could we try somewhere else, they asked? Somewhere new and different. Perhaps somewhere where the fishing is good, and where you might actually eat what you catch? So I set upon the task of finding just such a place.

Belize. Even the name is exotic and romantic. An independent country only since 1981, it was a former British possession; an underpopulated place having no indigenous guerilla movement – rare in Central America – and featuring a stable, modern western democracy, a currency system pegged to the U.S. dollar, and sitting a mere two hours from Miami. Boasting the largest barrier reef in the Northern Hemisphere – and the largest in the world outside Australia – the turquoise waters of Belize's inner channel are advertised as a sailor's dream: the waters of the Caribbean crash into the reef, driven by the prevailing easterly trades, then flatten out as they make their way to the coast, so that the sailing ground (the area inside the reef) is said to consist of flat water and good, reliable wind. And all those cays to visit! It is the South Pacific transplanted to the Northern Hemisphere. Who would not want to go to such an idyllic place?

We eagerly booked our charter in Belize through Sunsail, arranging to pick up our 38-foot cruising catamaran at the Sunsail base in Placencia, Belize on January 20, 2014, a time, we were told, which was well within the Belizean "dry" season, when one might reasonably expect consistently balmy temperatures, easterly to northeasterly breezes of from 10-20 knots, and generally excellent conditions for a sailing holiday.

I then undertook to do that which I always do in anticipation of a charter cruise: I find out as much as I can about the expected conditions and the places to visit, and then I gather together whatever I can find in the way of charts, electronic navigational aids (like apps from Navionics) cruising guides and so on. I make a float plan, preparing an itinerary of our anticipated travels, based upon the information gathered, putting paper documents in plastic sleeves (so I can refer to them while on deck and not worry about getting them wet) and binding the whole thing together in a 3-ring notebook, with separators for each day of the trip.

Except that for Belize, as I quickly learned, there really was not a great deal in the way of written or published information to be discovered. My search of the internet turned up only one cruising guide (by Faya Rauscher and her husband) published some years ago, and while there was a Navionics app for the western Caribbean, it was far less detailed (and, as I later learned, far less accurate) than I would have hoped. The Rauscher guide did come with a large, folded, hand drawn chart, and the book itself contained many smaller scale hand drawings of the cays and recommended approaches to them, with accompanying blurbs about what they were like, and what facilities one might find there – restaurants, docks, beaches, mooring balls, and so on. I contacted Sunsail for assistance, but they referred me to the Rauscher guide as basically the only written source I might tap.

Undaunted, I copied parts of the book, and proceeded to make my float plan, drawing and measuring prospective course lines on a copy of the large Rauscher chart, and hi-lighting important information about the availability of things like mooring balls and dining facilities (we always try, on charter, to anchor for the evening off some place where we can go ashore for dinner. Making breakfast and lunch aboard is fine on a charter, but who wants to clean up after dinner?) And so I put together a plan for our cruise, reviewing and revising it as the date approached and as I learned information which contradicted or updated the Rauscher guide. For instance, we had planned to make a day stop at Rendezvous Cay, which the guide describes as a kind of tropical Shangri-La, but which, as I discovered, is now privately owned and off limits to cruisers. So I adjusted.

We arrived at the Sunsail base in Placencia on the afternoon of January 20, well in time to have our chart briefing and to take possession of our cruising cat, *Elisabeth*. The briefing mostly confirmed what I had learned from the Rauscher guide, but it supplemented the guide with some important tips, including the advice that the mooring balls which were available at certain cays, including Ranguana Cay, which was to be our first stop, were not at all well maintained and were, in fact, so unreliable as to be unusable. Better to anchor, we were told. We were also told that we should report any grounding immediately to Sunsail base via radio, and that any grounding on coral would have to be reported to the local authorities as well.

We set off the next day, following our receipt of a daily weather forecast, which Sunsail base would relay to its cruisers via VHF every day between 9 and 9:30 AM. The forecast called for partly cloudy skies, light to moderate winds out of the north at 5-15 knots, with somewhat choppy seas and waves of 3-5 feet. Before we departed, I checked with the Sunsail staff to confirm that we should expect a problem free passage out to Ranguana Cay (about 15 miles from Placencia Village). No problem we were told; indeed, the forecast for what seemed to me somewhat tall seas was, we were told, for the Caribbean waters east of the reef. Inside the reef, over the sailing ground, we should expect no more than some mild chop.

Indeed, as we headed toward Ranguana, we found the weather improving as the day went by, providing us with a warm and sunny passage. The wind, which was north to northwest, was so light we found ourselves motor-sailing most of the way. The water was just a little roly, running about 1 to 2 feet, but not at all a problem. We spotted Ranguana, dropped our sails, and motored into the anchorage. Two other Sunsail cruisers had already arrived there; one of them had tied to one of the two mooring balls we had been warned not to use; the other was on her anchor about the same distance from the shore as the first boat, about 50 yards or so to the west of her. We found a good spot roughly between and a little behind (south) of the other two boats (both, like us, cruising cats), and dropped the hook into a sandy bottom, in about 10 feet of water. No sweat. I kept an eye on our position, relative to the other boats, as the anchor dug in. We put out about 60 feet of chain. Time to relax, go ashore, confirm our reservations for dinner. All in all, a great start to what we thought would be a glorious week.

As the afternoon wore on, the wind picked up; I remember thinking that this would

have been absolutely perfect if we had only had a little bit of this wind during our passage there. Ranguana Cay is so small as to provide no meaningful protection at all, but nothing gave me any serious concern. It did occur to me that it might get a bit rolly at night if the wind kept up, but I usually do not sleep well the first night of a charter, and the rolling action helps to rock me to sleep. At most, I thought that getting in and out of the dinghy to go ashore might be interesting, given the slightly building water, but it was nothing I had not seen or dealt with before.

We had a delightful dinner ashore, with the restaurant to ourselves, and the very lively and pleasant company of our hosts. What a wonderful place. By 9 PM, the wind and the water were still building, but we managed to return to *Elisabeth* without incident and retire. Maybe it will just blow itself out, I thought. Not unusual in the Caribbean. I went to sleep.

I awoke with a start a little after sunrise. What was that horrible grinding noise? Good grief, I thought, was that the sound of the anchor dragging? Or had I just been dreaming? I leapt out of bed and went topsides in my skivvies and a t-shirt. To my relief, we seemed to be exactly where we had been the night before. The anchor appeared to be holding fine, for now, at least, but the wind was now blowing hard, at around 20 knots. Skies were overcast. It was hard to keep my balance, as wave after wave bounced us around. This was not good, I thought. I kept a watch and waited, for my shipmates to awaken and to see what the morning weather forecast would bring. I started the engines, to put a charge on the batteries and to be ready to take action should it become necessary. I wanted to get out of there, into deeper water, as soon as possible.

By 9:15, we had the morning forecast. Same as yesterday: light to moderate winds, 5 to 15 knots, some chop, but nothing terribly daunting. Perhaps, I thought, this is just one of those places where if you want to know what the weather is, you will learn more by sticking your head out of a window than you will be listening to the “official” broadcast. As I later discovered, the local weather forecast is about as accurate and reliable as the available charts, and those were not accurate at all. In any case, I felt it was best to weigh anchor and get going. Which is what we did. Or at least what we tried to do.

The winds were now clocking in out of the north at 20-25 knots; seas were building as the wind drove the water from north to south. It was hard to keep the boat oriented so that the anchor chain would remain on the roller and allow us to winch the anchor off the sea floor. I had a crew member man the wheel as I took the task of getting the anchor up. Crew did a good job of keeping us into the wind; the anchor came up clean. Now free, we were sliding south, quickly, as the wind and waves were overpowering. I sprinted to the wheel to get control and move forward, but just as my hand touched the helm, we struck – what? There was nothing there on the chart. No indication of coral or rock formations where we were. It had not taken more than 5 seconds for me to reach the helm from the foredeck, and we had not slid backward very far. But we were aground, and it appeared as though the rudder blades had become caught. Try as I might, I could not free the boat. The waves began to pound us, lifting one pontoon and crashing the other. Nothing I tried to do to free us worked.

I then did exactly as I had been instructed. I radioed Sunsail base to tell them what had happened. We were aground, I said, and required assistance. Base responded that it would notify “the authorities.” We were to wait for further instructions.

We slammed around for about an hour; the wind and waves were relentless. As much as we moved vertically, up and down, we were absolutely stuck, unable to free ourselves. I checked with Sunsail base; they were awaiting further action by “the authorities.” Base even warned the other two boats in the anchorage not to provide assistance to us. Then, out of the blue, opportunity presented itself.

A skiff appeared on the horizon. At first, I thought it was “the authorities” coming for us, but as it got closer, I could see that it was a boat merely ferrying people to Ranguana, perhaps to go fishing. But the skipper of that boat saw our distress and, after dropping his passengers, he motored over to us. Did we want a tow, he asked? Absolutely, I responded. The captain offered me a line, which I tied off on a bow cleat. The skiff gave us one good pull, and we were off, pulled a short distance toward deeper water. I signaled that we were clear, uncled the tow line, and tossed it back to him, with a thumbs up sign. Quickly, I engaged the engines; my eyes scanned all of the instruments. Everything was working. The helm was stiff (probably a bent rudder, I thought) but serviceable; the engines gave us forward momentum against the wind. It was a slow go, but we were under way and under control. Water depth was good. The bilge pump was not running so we were probably not taking on water. I engaged the autopilot just long enough to visually scan both lower interior areas of the boat; no water was visible. Good. I checked with my crew; everyone was OK and relieved to be off the rocks.

I radioed Sunsail base to tell them what had happened. Base was not happy. We were to have remained in place, they told us, and we should have rejected the tow offer, to await further instruction from the authorities. Further instruction? We had been banging around on the rocks for over an hour, I said; when an opportunity arose to get off, I gladly took it, and I would do it again. My first responsibility, I said, was to protect my crew and the physical integrity of the vessel, in that order, and neither one of those obligations would be advanced had I rejected the offer of a tow. Base glumly acknowledged. I had the sense, even then, that there would be hell to pay, just from the tone of the radio communications from the base.

We were first instructed to anchor off Ranguana, but I rejected that instruction; there was no way I was going to risk grounding again, and, given the weather, and what I now knew was the tiny size of the anchorage, that was a distinct possibility. I radioed that we would remain in the area, making large circles in deep water in the vicinity of the cay. That met with approval. Then Sunsail base radioed that we were to return to the base in Placencia, and that is what we set off immediately to do.

It was a slow go; the wind was fierce and the waves slowed us to a crawl. We put up our jib to gain some traction; eventually, we were able to make about 5 knots. We arrived back at Sunsail base, intact, late in the afternoon. Upon arrival, we reported to the base office, which

informed us that representatives of the Port Authority and the Department of the Environment would arrive in the morning. They did not seem happy.

The bad weather blew through during the night; the next day dawned bright and balmy. Four representatives of the Department of the Environment, headed by “Kenrick” showed up early in the morning, together with three officials from the Port Authority, one of whom, a very large but extremely pleasant fellow, “William,” told me he needed to take my statement about what had happened. He began by giving me a kind of pidgin English version of Miranda warnings, all the while assuring me that this was just routine, and I should not worry. When I continued to *look* worried, he tried to assure me again. “This isn’t Mexico,” he said. I gathered that meant I did not have to pay him a bribe. Relieved at least to that modest extent, but troubled by his comment – when they say, “This isn’t Mexico,” you can be pretty sure it *is* Mexico – I told him exactly what had happened, just as I have reported it here. He seemed pleased. “So you did not drive up on the coral?” No, I said, of course not. We had been driven into it by an overpowering combination of high winds and strong seas. “Yes,” he said, “that is why they call them ‘accidents.’” Yes, indeed.

Kenrick then told us that I needed to go with him and his associates from the Department of the Environment. We would go out to the location of the accident so that his men could survey it. If there were damage to the coral, we would be facing a fine, he told me. How much of a fine, I wanted to know? That depends, he said, the first of an endless number of vaguely threatening but ambiguous references he would make to the Byzantine Belizean environmental laws. Beginning to worry seriously, I made arrangements for my crew to use the facilities of a resort across the road and to go into the village of Placencia, if they wished; I told them only what Kenrick had told me about how long this would take: we would be back, he said, “in a few hours.” I gathered this to mean early in the afternoon. I gathered incorrectly, as it turned out. I did not tell my wife or shipmates how the uncertainty of our situation had me very anxious and worried.

Kenrick, his three associates, the three representatives of the Port Authority and I squeezed into Kenrick’s truck. We began our trip making stops at a local supermarket (so the group could purchase lunch), at some other shop or store (to pick up something unrelated to our purposes, for delivery to yet a different place), at a dive shop (to pick up scuba gear) and, finally, down a dusty alley, to a waiting chartered skiff on one of Placencia’s many interlocking lagoons. All the while, no one spoke to me; the officials chatted amiably with each other in Creole. I grew more anxious with each passing moment.

Finally, after gassing up the skiff, we were under way, skimming along toward Ranguana Cay. When we arrived, the boat’s captain tied us to the dinghy pier on the island where the Port Authority officials got off so that the rest of us could go and conduct the damage survey. Why the PA officials were with us in the first place I haven’t a clue; they would enjoy a pleasant afternoon lounging under the shade of coconut palms, watching dive-bombing pelicans at work and then join us for the ride back to Placencia. Nice work if you can get it.

A Sunsail cruising cat (not one of the boats from the day before) was moored (on one

of the balls we were not supposed to use) off the cay; its occupants included two very attractive, bikini-clad young women, who were relaxing on the beach. Observing them, Kenrick turned to me and suggested that he would prefer to leave me on the cay and take the women with him for a romp on the water. He meant it as a joke. I was not amused. There was nothing even remotely funny about the business in which we were engaged.

Back aboard the skiff with its captain and Kenrick and his men, we pulled away from the dock, and moved out toward the area where we had been anchored two nights before. I showed Kenrick the approximate location of where we had anchored and where we had run aground. The skiff's captain tossed out an anchor, and stretched out for a *siesta*. Two of Kenrick's men put on snorkel gear and dropped into the water. I was left alone with Kenrick and one of the other men. The swimmers seemed to be in the water for ever. My heart was in my throat. I must have shown my anxiety; Kenrick said I seemed "stressed." "Stressed?" I said. "I feel as though you are pulling off my fingernails one at a time." I asked him again, what were we looking at? What kind of "fine?" "It all depends," he said. "It is a matter of applying a complex formula." And then, after a lengthy pause, "But, *of course*, it is generally possible to 'settle' these things 'out of court.'" *Ah, finally, there it was.* "What kind of settlement?" I asked. Can't you tell me what we are looking at? Can you even give me a range? "It all depends," was all he would say.

The swimmers signaled us. They had found the spot where we were grounded, they said; there was a small gash (about 4 to 6 inches long) in an Elkhorn coral to mark the location, and a small, one or two square inch swatch of ablative paint, from the bottom of *Elisabeth's* keel, on another round piece of coral nearby. That was it.

Mildly relieved, I thought we were finished. No, we were just beginning. The swimmers returned to the skiff, trading off their snorkel gear for scuba tanks; dropping into the water, they went back to work. Doing what? I have no idea. Kenrick opined that the damage seemed minor. So wouldn't any corresponding fine be modest, I asked? And wouldn't it then be more likely that we could resolve this "out of court," as he had said? "It all depends," was his consistent, laconic reply. Who decides these things, I asked? Was he the final decision maker? Or would I have to speak with someone else, someone of higher authority? You will be dealing with me, he assured me. No one else. Not true, as I later would learn. Not true at all.

Minutes turned to hours. I felt as though we had been there forever. I just wanted to get back to my wife and my friends, get my head straight, think this out. I could feel the bright tropical sun beginning to penetrate the sun screen I had applied before we left Placencia. Finally, the divers returned to the boat, we collected William and the others from the island, and headed back to the Sunsail base. We arrived at around sunset. Kenrick told me that he had all the data he needed, and that he would run the numbers through his computer. He would have an estimate of the "fine" for me shortly. But he reassured me again that the damage was minor.

Meanwhile, one of the other Port Authority officials wanted to interview the crew member who had been at the wheel when I pulled up the anchor at Ranguana. He was a very young

fellow and apparently had difficulty with the written word. He questioned Sandy, my designated helmsperson, who was at the wheel when we grounded. He inquired endlessly of her about irrelevancies: what had we been doing the day *before* the grounding? How long had it taken us to get there? What course had we followed? As if any of this made even the slightest difference. As she spoke, he would write, with painful deliberation, carefully making one letter at a time. The interview, which ultimately took up less than half a page took about two hours to complete.

It was getting dark. I went back over to the Sunsail office to look for Kenrick; the suspense was killing me. I found him on the veranda. Well, I wanted to know? Where were we? “I don’t know,” he shrugged. The computer’s battery had expired, he said, and now the Sunsail office was closed for the evening. He would return in the morning.

I had a hard night, waking up repeatedly. Would they take my passport? I was scheduled to leave in three days, two of them a weekend. How was this going to end? Kenrick had assured me the damage was minor. But he would not say how much money it would take to end the matter. I was, frankly, frightened.

The following morning merely exacerbated the agony. Kenrick returned with the officials from the Port Authority. It had rained hard during the night; the PA guys, in an almost burlesque parody of themselves, had left my statement outside on the Sunsail office veranda where it had become soaked. William asked if I could sign it. Sign it, I asked? I can’t even read it. So my statement would have to be given *again*, from the beginning.

To make matters much worse, Kenrick and his crew wanted to sit with me and the Sunsail Base Manager, Renee Brown, to discuss where we were. This did not sound good at all. It wasn’t. Kenrick explained – if you can call the gobbledegook he gave us an explanation of anything – that although the damage was minor, the fine would be calculated based on the health of the coral *and the size of the entire coral head*, not just the “area of damage,” as I had understood him to say the day before (and as I believe to law to provide). Finally, I could not bear it another minute. “*How much is this going to cost?*” I demanded. Could you finally tell us that? The reply nearly made me vomit. I thought I would pass out.

“\$170,000.00,” said Kenrick. “That is the fine for this.”

\$170,000.00?? Dear God. How can this be happening? The whole thing felt surreal. What about an “out of court” settlement, I asked? How much would that be? It was out of his hands, he said. If we wished to negotiate an “arrangement” we would have to meet with the Chief Environmental Officer, Martin Alegria, and to do that we would have to go to Balmopan, the Belizean capital, a three-hour drive. It was Friday; I was to be on a plane Monday afternoon. Can this be done today, I asked? He would make a call.

I thought you were the one we were to deal with I said. What happened? He could only shrug. Having made his call, he told us that his boss, Mr. Alegria, would be willing to meet

with us that afternoon. I would go with Ms. Brown, the Sunsail base manager. She needed to make some arrangements to pay her staff, as it was Friday, but she would drive me to the capital and go with me to meet Mr. Alegria. Meanwhile, I would make my statement, again, hoping that this time no one would leave it out in the rain.

Renee Brown was the very model of British calm and efficiency. I was glad to be going with her, rather than with Kenrick and his minions, but her first words to me were not at all comforting. At least she gave it to me straight. As we pulled out onto the main road, she told me that it would probably be best if I did most of the talking when we met with Mr. Alegria. And why is that, I asked? I was more than a little taken aback. Because Martin Alegria does not like me and he does not like Sunsail, she said. We have had prior encounters that did not end well. And we do not and will not pay anyone off.

As she talked, I began to understand what was really going on here. This was a squeeze play. I was a pawn in a game. Alegria would use me to squeeze money out of Sunsail, knowing that Sunsail would need to protect me, as well as it could. It was all I could do to avoid becoming sick to my stomach.

It was a very long and bumpy ride to the capital. Belize is mostly empty and much of it – the swampy plains west of the inner channel – is not enormously attractive. Very green, though, with citrus groves and banana farms here and there. My emotions ran the gamut, from fear, to anger and then to fear again. I told Renee that when it was over, I would do what I am doing now: I would write my story and I would do what I could to warn others not to come to Belize. Too risky. Without decent navigational charts, reliable moorings or a hospitable government, the liability risk is just too great. This place is just an accident waiting to happen, I said, and it had happened to me.

Ms. Brown urged me to reconsider. The people hurt most by such negative publicity would be the charter companies, like Sunsail and The Moorings (now basically the same entity). That was an entirely unintended consequence, I said; the hope I had was that the charter companies would use their influence to put pressure on the tourism board and those other elements of the Belizean government interested in foreign investment and the money foreign visitors – including cruising sailors – bring to the local economy, and to use their help to “push back” against the Aligreas and their minions. It is one thing to impose stiff fines on commercial vessels which do huge damage to the reef structure through carelessness or reckless operations. It is quite another to impose a \$170,000.00 levy on a recreational charterboat skipper or a charter company for an accidental grounding which results in a small, six inch gash in one fairly abundant species of coral and which leaves a small swatch of ablative paint on another. The whole thing is so absurdly out of proportion as to make the law a mockery of itself. In Florida, for example, where similar laws protect the coral reefs, a grounding incident of the kind we experienced would result in a warning letter for a first offense; a *second offense* could result in the imposition of a civil penalty of \$150.00. And in Florida, well-maintained ATON’s are abundant, highly accurate charts are readily available and there are publicly maintained mooring buoys in the vicinity of the coral, so that anyone who wants to make a serious effort to avoid contact with the coral should be able to do so easily. None of these things

was available in Belize.

Indeed, the draconian sanctions imposed under the laws of Belize are so grossly disproportionate as virtually to invite wholesale disrespect for the law, and to encourage charterers and charter skippers alike to ignore or evade it and simply leave minor grounding accidents unreported. More than a few people – including other charter skippers on other boats at the Sunsail base – told me my first mistake was in reporting the matter at all. One of them later brought us a bottle of wine with a nice note: “It could have been us.” How stupid of me to have done exactly as I was instructed to do.

Finally, we arrived in Balmopan – a dreary, hideously ugly place of non-descript buildings and poorly paved streets, where, in an odd sort of irony, the availability of on-street parking is at as much of a premium as it is in New York City. Just *finding* the building which housed the Department of the Environment was daunting. Finally, Ms. Brown located it: a two story block structure resembling nothing so much as a Cuban prison built during the height of the Soviet influence there.

We entered the building and located Mr. Alegria’s office. Kenrick and his men were already there. We were ushered into a conference room, to await Mr. Alegria’s arrival. Kenrick set up his laptop in order to make a “presentation.” He had made a mistake in his calculations, he said. The fine was not \$170,000.00. It was, instead, \$140,000.00. *Let the dance begin*, I thought.

Alegria arrived. He was not smiling. Sitting directly across from Ms. Brown and me, he regarded her with contempt: “Where is my \$10,000.00?” he demanded. “You assured me I would have it, and I have not seen a nickel.” *Oh my God, Oh my God, Oh my God, is this a shakedown? Is he looking for a bribe? I couldn’t believe what I was hearing.*

Ms. Brown kept her composure, and did her best to deflect the conversation back to the matter ostensibly at hand. “That is another matter,” she said. “We are here to talk about Mr. Ullman’s matter.”

Alegria turned to me. Taking the opening, I apologized for any inconvenience I had caused. I had not come to Belize to damage or destroy anything, I said; quite the opposite. I had come to see its natural beauty. I have been sailing a long time, I said; I had operated the boat with care, but the wind and the water had overcome me and it had driven my vessel aground. Couldn’t we find some way to accommodate the situation, and resolve it without the need for formal proceedings? We had driven a long way just to see him. I had been told he had the power to do this. Surely we could come to some understanding. “I have to take it up with the head of the Department,” he said. “But I will listen to any proposal you would like to make.” *Great. Now I have to bargain against myself, and he says I am not even dealing with the decision maker. Does it get any worse?* I begged for time. I was unfamiliar with their custom, I said; I would need to confer with Ms. Brown.

Alegria harrumphed and left the room, in the style of the petty, self-important bureaucrat he gave all the appearance of being. Ms. Brown, still astonishingly composed, called her superiors. I paced the room. Ms. Brown was speaking with one of her company's directors; he asked to speak with me. He told me that Sunsail would be as supportive as possible. He said he hoped we could get back on the water with some time left to enjoy the rest of our holiday – the mere two days which remained of a ruined week. I thanked him and gave the phone back to Renee. *Think fast. Do something. If you need to make an offer, then make one.*

Alegria returned. Did I have a proposal to make? Yes, I said. I returned to the theme of having caused the government to incur some inconvenience and expense. I understand, I said (based on what Ms. Brown had told me during our long trip to the capital) that the cost of sending out a crew of men, with snorkel and scuba gear, chartering a boat for a day, and conducting a damage survey – all of it, including meals – came to about BZ\$2,000.00 (or about \$1,000.00 US). Would it be sufficient if I were to pay that cost, up to BZ\$2,000.00? Would that be enough to discharge my liability in the matter? Alegria turned to Renee Brown without answering me. “And what about you?” he asked. “What will you pay?” Ms. Brown demurred. The amount of the fine was too large for her to address, she said. The matter would have to be considered by her company and its counsel, and at least one of the directors whose authority was required for any settlement was in transit. But couldn't we let Mr. Ullman go, to resume his holiday and to go home to the US on time, she asked? We (Sunsail and The Moorings) are here in Belize. We have physical assets here. We are not going anywhere. Could we let Mr. Ullman go for his proposed payment, and then agree to negotiate with you for the balance in good faith, with a view toward resolving this over the next 30 days or so?

Alegria said he needed to consult with his boss. But any such agreement would have to be in writing, he insisted, or all bets were off. The Belizeans, it turns out, are very big on writings. Must be the British legal heritage. He would need to consult with his boss, he said, and he might not be able to reach her as she was in transit also. *Right. A transparent lie, I thought. He just wants us to stew for a while. I have played this game before, but never like this. Never on my own behalf and never with so little leverage.* So we waited.

Finally, Kenrick returned. Write it up, he said. I immediately offered to be the scrivener. If we were going to sign something, I was going to be damned sure I had whatever protection I might get. And the only way to do that was to write the thing myself.

And so this almost unbearably surreal situation became even more surreal. Here I am, attempting to practice law in Belize. Sitting with Kenrick's laptop – missing keys and all – I tapped out a proposed agreement among the Department of the Environment, Sunsail and me. I passed along a first draft. Kenrick returned with Alegria's corrections. A second draft. A third. Back and forth we went; I would accept the changes Alegria demanded and then insert protective language; he could counter with something different. Finally, what I thought would be the final version emerged: First, I would pay the costs of the survey, *up to* BZ\$2,000.00, in full and final satisfaction and discharge of my responsibility in the matter. Second, Sunsail would agree to negotiate with the Department of the Environment in good faith to resolve the balance in 30 days; failing agreement,

the remaining parties, Sunsail and the DOE, would be left in the *status quo ante*, without prejudice to their rights in any subsequent legal proceedings, if negotiations failed. Third, no matter what, I would be free to resume unrestricted travel, and to return to the United States on time, as scheduled, without interdiction; my payment having completely resolved the whole of my liability in the matter.

Then came the bombshell. Suddenly, this was not to be a written *agreement* at all. No one from the DOE would sign it. It was, rather, to be put in the form of a *letter* to Mr. Alegria's Department, and signed only by Ms. Brown and me. My third paragraph was to be omitted. Instead, I was to offer *to return to Belize in the event the matter were not settled in 30 days and legal proceedings were undertaken*. I began to feel what others before me have felt and said: Martin Alegria is not trustworthy. The whole thing was changing. What was supposed to have been an agreement resolving liability, at least as to me, was now no more than a mere offer, a *proposal* for settlement. When we were alone, I told Renee that if I signed, it would be under duress; that I would never return voluntarily to Belize, and that my government would never compel me to do so. She understood. I told her the letter was essentially meaningless as it was not a binding agreement but merely an offer, which the DOE could later say had been rejected. What had started out as a settlement *agreement* thus had become merely an *offer* to settle; it was as if Martin Alegria had never even been in the room. But this was the best we were going to get. I arranged to make payment through Sunsail; if they would write and deliver a check, I would pay them via credit card. At least then I would have proof of payment as an "acceptance" of the offer, at least as to me. I signed. Renee signed. Grabbing a quick snack from a nearby food stand, we got in her car and left that God forsaken, horribly ugly place as quickly as we could, hoping to make it back to Placencia before it got too late.

Driving back, I felt as if I could take my first deep breath in days. Was it really over? Might we at least get back out on the water for the two days which remained in this ruined holiday, and salvage what we might? At the same time, I felt as though I had been violated. Settling a threatened fine of \$140,000.00 for \$2,000 is probably a good deal, given the context, but the whole thing was so inflated in the first place that the settlement hardly seems fair considered objectively. And as to where the money went, who knows? My "offer" was to pay actual costs, *up to* BZ\$2,000.00, but I think they will find Judge Crater or the final resting place of the late James Hoffa long before I ever get an accounting from Mr. Alegria of those expenses. The money is gone, and I suspect it never ended up in any official account, although the Sunsail check was made out to the Department. But, in the end, we did what we had to do to get past the issue. I had no meaningful choice in the matter.

As it turned out, we were able to get in two days of sailing, after Ms. Brown and I returned to the Sunsail base in Placencia. My intrepid crew and I decided to sail out to and back from Wippari Cay, home of the famous Julian Cabral and his wife, Beverly and so to make one last, weekend cruise out of what should have been a week's sailing. Wippari, as it turns out, is one of the few cays having reliable and well-maintained mooring buoys; Julian sees to that, personally. The channel to its dinghy dock is well marked, enabling anyone to avoid the rocky shoals barely hidden beneath the water's surface, on either side. He and Beverly are extremely hospitable and gracious

hosts; we told them our story and they were outraged at what had happened; Julian was particularly incensed, almost as if he were personally insulted by the manner in which the whole thing had been handled by his country's officials. They encouraged us to tell our story publicly.

So there you have it. We left Belize on Monday, January 27, without incident, although I must admit that I approached the exit process with some trepidation, half afraid someone would refuse me the right to go home or would seize my passport and whisk me off to the hoosegow. But no one did; we boarded our plane and left. Two hours later, as we dipped out of the early evening sky over Florida, the Miami skyline stood out proudly as a beacon of civilization. How good to be home again.

I am certain I will never return to Belize. Sailing in those waters, as things stand now, is a bit like handling a beautiful but poisonous snake. No matter how careful you are, it is just too risky, and the risk, if it eventuates, has consequences so horrendous as to require any reasonable person to decline to take it. Let the prudent sailor spend his vacation dollars elsewhere. There are plenty of charter destinations where the risk of causing even minor environmental harm is substantially diminished by the ready availability of reliable navigational information, up-to-date cruising guides and well-maintained mooring buoys which avoid the need to anchor altogether. That is simply not the way it is in Belize. Not now, anyway.

While our sailing opportunities in Belize proved to be quite curtailed by the days we spent dealing with the Department of the Environment, even the little time we did have on the water showed just how absurdly deficient was the current state of available navigational information. Even the Navionics cards in the GPS chartplotters, with which all of Sunsail's boats are equipped, are wildly off in any number of ways. For instance, as far as our GPS Chartplotter was concerned, the end of our passage to Ranguana Cay had us anchored in dense coral formations shown north of the cay; we were, in fact, anchored about 100 yards *south* of the cay, in at least 10 feet of water over sandy bottom. The small scale chart of the area in the Rauscher Guide correctly showed the approximate locations of the mooring balls south of Ranguana – or at least the only two which remained when we got there – but critically failed to disclose the coral formations which would block any approach to the cay from due south. These were the very formations upon which we would founder the following morning. I thus had no idea they were even there at the time we anchored.

Similarly, during our sail to Wippari Cay, the Chartplotter had us aground in the middle of Logger Cay; in fact, we were a good mile to the north of the cay, in 75 feet of water. By the same token, nothing we had – not the Rauscher guide and not the chartplotter – showed the extreme shallows well to the north of Lark Cay, which we noticed in time to avoid, by engaging the only navigational tools upon which we could rely with any consistency: our own eyes.

To their credit, the Rauschers emphatically recommend keeping an eye on the changing color of the water to advise of the presence of shoals, but that process of observation really does not work well in roly water or under cloudy skies, and, in any case, if there is a substantial

difference in color between water that is shallow, but deep enough for a cruising catamaran, and water that is only 1 or 2 feet deep, it is too subtle to engage my powers of observation. It all looks pretty much the same.

I would add that I have no issue either with the Rauschers – who have produced the only cruising guide for Belize – or with Navionics, whose card for this part of the world contains such gross inaccuracies as to be virtually useless at zooms of less than about 8 nautical miles or so, which means that it is totally without application when you really need it: in making close approaches to anchorages. Without the Rauscher guide, even as dated as some of its information was, we would have been totally at a loss even to plan a cruise, and the chartplotter at least allowed us to have some approximate idea of which way that was as we went sailing by. And, in fairness, the Rauscher guide does repeatedly disclaim any implication the accompanying hand drawn charts may be safely used for navigation. (Although if they are not for navigation – that is, to assist cruising skippers to find safe passage into and out of various anchorages – then one must wonder what their purpose is). But the weakness of the available aids to navigation from any source needs emphasis, because it dramatically enhances the risks of a close encounter with the coral – or worse – no matter how careful you are and no matter how well prepared for the charter you think you are. In the end, that is the point of our story.

So beware of Belize. Answering its exotic and romantic call can exact a terrible price. Better to try your hand where available aids to navigation are accurate and reliable, where there are well-maintained mooring buoys to assist in avoiding anchoring in or near coral, and where the relationship between the powers that be and the charter companies is, if not perfectly harmonious, at least not fractious and unsettled, as they currently are in Belize. Consider this the proverbial “red sky in morning.” Sailor take warning.

Morristown, New Jersey
February 2, 2014