

CMI NEWS LETTER

Vigilandum est semper; multae insidiae sunt bonis.

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QUARTERLY

COMITE MARITIME INTERNATIONAL

BULLETIN TRIMESTRIEL

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NEWS FROM THE CMI

SUMMARY OF THE MEETING OF THE EXECUTIVE COUNCIL 11 MAY 2000

Attending

<i>President:</i>	Patrick GRIGGS
<i>Vice-Presidents:</i>	Hisashi TANIKAWA Frank L. WISWALL, Jr.
<i>Councillors:</i>	Luis COVA ARRIA Karl-Johan GOMBRII David ANGUS Jean-Serge ROHART Ron SALTER Panayotis SOTIROPOULOS (excused) Thomas REMÉ John HARE
<i>Secretary General:</i>	Alexander VON ZIEGLER
<i>Treasurer:</i>	Paul GOEMANS
<i>Assistant Administrator:</i>	Leo DELWAIDE (excused) Pascale STERCKX (excused)
<i>Past President:</i>	Allan PHILIP
<i>Publication Officer:</i>	Francesco BERLINGIERI

Patrick Griggs, President of CMI, opened the Executive Council session and welcomed all its members. Patrick Griggs received the approval from the meeting to proceed pursuant to the agenda submitted to the Executive Council prior to the meeting.

1. Titulary Membership

The Council went through the list of proposed candidates for Titulary Membership. Frank Wiswall stressed that for all candidates the guidelines were adhered to.

2. Finances

a) Accounts

David Angus summarised the report he would submit the following day to the Assembly. He informed the Council that the Audit Committee will meet in London shortly later in the year to prepare a schedule of what information needs to be given in the accounts. Moore & Stephens will prepare a report setting out further steps for the presentation of the accounts. This will be the basis for the proposed meeting of the Audit Committee in London.

b) Budget

Paul Goemans presented a budget for 2000/2001 which was based on an increase of contribution of 2.5%. This budget was approved with the amendment that the proposed increase should be raised to 3%.

c) Contributions/Unpaid Contributions

A number of settlements of unpaid contributions had been achieved by Patrick Griggs. Offers of settlement of unpaid dues had been made also to Morocco and Senegal but payments were not received as yet. It was decided to propose to the Assembly that at the Assembly in Singapore 2001 there might be the need to revise that adjustment in light of the development of the currency situation (in particular relating to the weakness of the EURO).

3. Next meetings of the Executive Council

The next meetings of the Executive Council will be on the 17 September 2000 in Toledo (09.30 a.m.) and on 11 February 2001 in Singapore (15.00 to 18.00 h). A further Executive Council meeting was scheduled to take place at the end of the Conference, on 17 February 2001 (09.00 to 11.00 a.m.).

The fall meeting of the Executive Council in 2001 will take place in London on 22 September 2001

(10.00 to evening). Alternatively, this meeting could also take place in San Diego in connection with the US MLA Conference. Then, the date would be 15 October 2001.

4. Assembly 2001

The Assembly of CMI will take place on 16 February 2001 (14.00 to 18.00 h).

5. Nominating Committee

Stuart Hetherington (Australia) and Gregory Timagenis (Greece) are proposed by the Nominating Committee to replace Ron Salter (Australia) and Panayotis Sotiropoulos (Greece), on the Executive Council.

6. CMI Charitable Trust

The past President Allan Philip referred to the financial situation of the Charitable Trust. The Trust continues to support IMLI and had contributed the costs of the Venezuela Conference in covering the travel expenses of a number of CMI speakers. Further, some costs will also be born of speakers for the UNCITRAL/CMI Colloquium in New York in July.

7. Publications

a) Yearbooks and Newsletters

Francesco Berlingieri reported on the plan to publish the Yearbook 2000 by November this year with all papers for the Singapore 2001 Conference. This means that the Yearbook 1999 should be published in the first part of this year.

The Newsletter (1/2000) has been sent out. Newsletter 2/2000 will contain a summary of the meeting of the Executive Council and the Minutes of the Assembly. It is planned that issue 3/2000 will be published just after the Toledo Conference.

The CMI Website is updated periodically. The working papers, replies to questionnaires etc of certain CMI projects will be accessible there. Francesco Berlingieri mentioned that every update of the Website will trigger some costs by the IT-people. It was suggested that the Website should contain information on the Singapore Conference and some links to other MLA's Websites (with a link back to the CMI Website). John Hare will prepare a letter to the Presidents of the MLAs (also published in the Newsletter) which will invite the MLAs to have some links to the CMI Website with respective reciprocity. At the same time, John Hare is thinking of a system which could alert the MLAs as soon as updates are made on the CMI Website.

b) CMI archives

Frank Wiswall informed the Council that the work relating to the archives has not progressed here. There is still a great amount of material to be looked through.

c) Other CMI publication projects

Francesco Berlingieri advised on the progress of his work on the Travaux Préparatoires of the LLMC Convention 1976 and its Protocol of 1996. Frank Wiswall advised on the work on the 2nd edition of the Handbook on Maritime Conventions, now published by Lexus Publishing. The stock of the 1st edition could be purchased (eventually by the Trust) on a “salvage basis” and could be used for students at IMLI or other Universities.

8. Work in Progress

A review was made of the work in progress in order to fully report to the Assembly the following day.

9. Various

a) Toledo Colloquium, September 2000

Patrick Griggs reported on the preparation of the Toledo Colloquium and in particular the organisation of the different working sessions.

b) Singapore 2001

Patrick Griggs referred to the schedule distributed to the meeting proposing the program. Apart from the two big working rooms there will be two small conference rooms for ad hoc meetings and for meetings of the President/Secretary General.

The arrangements for the hotel rooms for the President, the Secretary General and the Assistant Administrator are to be paid from Conference takings and the Conference fees are waived for them.

For the Speakers and Rapporteurs including the Committee Chairmen, the hotel expenses and the registration fees are waived.

All Executive Council members not falling under the two balance above will pay no registration fees but will have to pay the hotel costs.

Relating to the registration fee it was suggested that the balance between participating person and accompanying person should be different, encouraging accompanying persons to join the Conference. It was suggested to fix the registration fee at Singapore Dollars 1,400.00 for participants and at Singapore Dollars 600.00 for accompanying persons.

c) CMI Planning Committee

The President reported that the Planning Committee is currently working and that a report will be produced before the Singapore Conference.

d) The International Shipping Law of the 20th century under pressure/Selvig Paper

This issue to be put on agenda of the Executive Council meeting in Toledo.

e) Legal and tax status of CMI

Paul Goemans referred to the different options of an incorporation of the CMI. It was decided that this should be completed by September 2000.

f) Possible change of logo and letter head

Frank Wiswall will organise some proposals to change the layout of the CMI letterhead.

g) CMI XXXVIII Conference

Frank Wiswall mentioned that if the Conference would be held in 2004, the US MLA will extend an invitation for the CMI Conference to be held in the US.

h) IMLI, Support

It was decided to continue the support to IMLI as in the previous year.

i) List of members of International Working Groups and International Sub-Committees

The President and the Secretary General are currently preparing such a list and will present this to the next Executive Council meeting.

j) New MLAs

Based on a report received by Gertjan van der Ziel the MLA of the Netherlands Antilles is electable as member of the CMI. The Executive Council will support that application for membership at the Assembly.

Luis Cova Arria will check the situation in Guatemala, where the local Maritime Law Association has indicated its interest to apply for CMI membership.

k) CMI - Management functions

Patrick Griggs referred to his paper on Management Functions within the CMI and asked the members of the Executive Council to study the proposed structures so that it can further be discussed at the next Executive Council meeting.

The President, Patrick Griggs, declared the meeting closed.

**MINUTES OF THE ASSEMBLY
12 MAY 2000**

Attending:

<i>President:</i>	Patrick GRIGGS
<i>Vice-Presidents:</i>	Hisashi TANIKAWA Frank L. WISWALL, Jr.
<i>Secretary General:</i>	Alexander VON ZIEGLER
<i>Administrator:</i>	Leo DELWAIDE (excused)
<i>Assistant Administrator:</i>	Pascale STERCKX (excused)
<i>Treasurer:</i>	Paul GOEMANS
<i>Councillors:</i>	David ANGUS Luis COVA ARRIA Karl-Johan GOMBRII Thomas REMÉ Jean-Serge ROHART Ron SALTER Panayotis SOTIROPOULOS (excused) John HARE
<i>Publication Officer:</i>	Francesco BERLINGIERI

Member Associations:

The following Delegates have registered for this Assembly:

AUSTRALIA & NEW ZEALAND:

Ron Salter
Tom Broadmore
Stuart Hetherington

BELGIUM:

Wim Fransen
Jan Theunis
Christian Dieryck
Paul Goemans

BRAZIL:

Rucemah L.Gomes Pereira

CANADA:

A. Barry Oland
W. David Angus, Q.C.
Nigel H. Frawley
Sean Harrington

CHINA:

Zhu Zengjie
Kang Ming
Ren Xiaoyan

CROATIA:

Velimir Filipovic

DENMARK:

Allan Philip

FRANCE:

Jean Serge Rohart
Philippe Boisson

GERMANY:

Thomas M. Remé

GREECE:

P. Avrameas
Gregory Timagenis

IRELAND:

Dermot J. McNulty
Bill Holohan

ITALY:

Giorgio Berlingieri

JAPAN:

Noboru Kobayashi
Hisashi Tanikawa

KOREA:

Wan Yong Chung

MALAYSIA:

Ms. Ahalya Mahendra

NETHERLANDS:

Gertjan van der Ziel

NORWAY:

Karl-Johan Gombrii

PANAMA:

David Robles

RUSSIA:

Anatoly L. Kolodkin

SLOVENIA:

Marko Pavliha
Andrej Pirs

SOUTH AFRICA:

John Hare

SPAIN:

José M. Alcantara González

SWEDEN:

Lars Gorton
Lars Boman

SWITZERLAND:

Alexander von Ziegler
Nadine Geiger

UNITED KINGDOM:

Patrick Griggs
Colin de la Rue
Richard Shaw
Stuart N. Beare

U.S.A.:

Howard M. McCormack
William R. Dorsey
Raymond P. Hayden
Frank L. Wiswall, Jr.
Richard W. Palmer
Nicholas Healy

VENEZUELA:

Luis Cova Arria

The Assembly met on 12 May 2000 at the Watermans Hall in London.

The President opened the Assembly Meeting and announced the happy news that Pascale Sterckx, Assistant Administrator of CMI, has become mother of Yentl.

1. Adoption of Agenda

The Assembly agreed to proceed as stated by the Agenda.

2. Memorials

The President reported to the Assembly that Jean Coens (Belgium), Walther Richter (Germany), Kentaro Kawamura (Japan), Per Brunsvig and Nicholas Hambro (Norway), Andrei K. Joudro (Russia) and Fernando Y. Lopez de Obregon (Spain) have passed away since the last Assembly. He asked the Assembly to rise in the honour of the deceased.

3. Approval of the Minutes of the Assembly held in New York on 6 May 1999

The Assembly approved the Minutes of the Assembly held in New York on 6 May 1999.

4. Members

a) Titulary Members

The Assembly elected the following Titulary Members:

- nominated by the Executive Council:
 - David Attard, Malta
- nominated by the Maritime Law Association of Australia and New Zealand:
 - Hon. Justice Richard Ellard Cooper
 - Stuart William Hetherington
- nominated by the Maritime Law Association of Italy:
 - Giorgio Cavallo
 - Emilio Piombino
- nominated by the Maritime Law Association of Spain:
 - Manuel Angel Gonzales Rodriguez
 - Javier Geleano
- nominated by the Maritime Law Association of the United Kingdom:
 - Francis Martin Baillie Reynolds, Q.C.
- nominated by the Maritime Law Association of the United States:
 - Lizabeth L. Burrell
 - Christopher O. Davis
 - Warren M. Faris

All individuals nominated were unanimously elected Titulary Members of CMI.

b) Members *Honoris causa*

None.

c) Consultative members

None.

d) Associations of Maritime Law

The President reported on the application of the Netherlands Antilles. Since all requirements set out by the Constitution were met, the Executive

Council proposed to the Assembly to accept the application of the Netherlands Antilles. The proposal was unanimously approved.

Further, the President advised of the pending application of Guatemala to become a Maritime Law Association within the CMI. Then, the President turned to India, which as a Maritime Law Association has lost its membership of CMI due to the enforcement of the provisions of the Constitution relating to unpaid contributions. However, it seems that it is quite likely that the Indian Association might be revived.

5. Finances

a) Accounts

David Angus referred to the situation relating to the reforms contemplated and approved by the Executive Council based on the outcome of the discussions during the last Assemblies. He reported on the status and progress in the efforts to correct and reorganise the financial accountings of CMI and, thereby, also clarifying the financial situation of the organisation.

The accounting methods were reviewed and an outside accountant hired to suggest improvements. Furthermore, the authority was given to the Executive Council to expel Maritime Law Associations which had not paid their contributions. Further authority was given to the Executive Council to negotiate settlement agreements with some defaulting MLAs. The outcome of that difficult process is that Egypt, India and Sri Lanka have ceased to be members. Negotiations are still ongoing with Russia, Morocco and Senegal.

David Angus advised that a review had been made on site of all financial matters handled in Antwerp. A number of recommendations were made relating to the form of the financial statement and to a simplified presentation of the financial statement. It was suggested to show composite figures and to present the accounts only in one language. It was further suggested that an independent audit should be made by registered auditors.

An audit was executed for the 1999 figures. Some modernising was done and when the draft statements were received it was realised that the audit firm did not succeed to make much progress. Over the last weeks before the Assembly revised financial documents were produced which show audited (and accurate) figures. The format is still far from being satisfactory. The Audit Committee, therefore, instructed the audit firm (Moore & Stephens) to continue the efforts to produce a clear audit together with clear financial statements and

will meet in London to discuss with the auditors the further progress.

Based on those explanations the financial statements and accounts of CMI were approved.

b) Budget and

c) Contributions

The President referred to the budget contained in the documentation for the Assembly and particularly drew the attention of the Assembly to the fact that the budget took into consideration an inflation rate of 2.5%. He, therefore, suggested a 3% rise in the contribution to take account of inflation. He referred about the currency exposures of CMI. In that context he pointed out that the next Assembly would be held at the end of the Singapore Conference in February 2001 and considering that early date in the year, indicated that the rise of 3% might have to be revised and revisited in light of the currency situation EURO/USD, and the potential problem CMI faces in having a substantial part of its expenditure in "hard currencies" like the USD.

The rise of 3% as well as the reservation mentioned by the President were approved by the Assembly.

d) Unpaid contributions

The President referred to the continuing problem of unpaid contributions and his efforts over the last few years to collect the amounts due and to negotiate acceptable settlements with some MLAs. The result of the efforts are that three MLAs had to be expelled and that most likely at the end of next year the remaining unpaid contributions could be formally written off. From the floor, Jose Maria Alcantera suggested that those MLAs which are represented by delegates in the Executive Council should definitely make all possible efforts to pay contributions in time.

6. Assembly 2001. Arrangements in conjunction with CMI XXXVII Conference

The next Assembly will be held on 16 February 2001 at the Westin Stanford Hotel in Singapore in conjunction with the CMI Conference in Singapore.

7. Elections of new Councillors

The Chairman of the Nominating Committee, Nigel Frawley, advised that Ron Salter had completed his 2nd term and that Panayotis Sotiropoulos had completed his 1st term. Panayotis Sotiropoulos had indicated that he would like to step down from the Executive Council. The Nominating Committee had received

proposals to nominate Stuart Hetherington (Australia) and Gregory Timagenis (Greece) as new members of the Executive Council.

Nigel Frawley stressed that it is not the policy of CMI nor the CMI Nominating Committee to give vested rights to MLAs to have a seat in the Council. Further, it is by no means automatic that an Executive Counsellor should stay for a 2nd term in the Executive Council. Based on the substantial support through National Maritime Law Associations, the Nominating Committee nominated Stuart Hetherington and Gregory Timagenis as Members for the Executive Council of CMI.

Based on that report and based on the introduction by the Chairman of the Nominating Committee Gregory Timagenis and Stuart Hetherington were elected Councillors of CMI. The President welcomed the two new members of the Executive Council and thanked the outgoing members, Ron Salter and Panayotis Sotiropoulos referring to their great contributions to CMI and in particular to the work of the Executive Council.

8. Publications

Francesco Berlingieri announced that the Yearbook 1999 will be published at about the end of next month in order to be able to publish the Yearbook 2000 (Singapore I) by the latest mid November. This, since it is necessary to have the Yearbook ready early enough before the Singapore Conference. The Yearbook 1999 is currently at proof stage.

Regarding the Newsletter Francesco Berlingieri referred to the purpose of that publication, to report on news within CMI and the individual MLAs as well as on news of international organisations (non-governmental and inter-governmental organisations).

John Hare referred to the CMI Website and suggested that a mechanism should be created which would let the membership know when the Website had been amended. An e-mail notification (through John Hare) was suggested. Frank Wiswall advised that the CMI had a very well organised Website (www.comitemaritime.org) where most current CMI documents are posted. He invited the MLAs to provide links to the CMI Website (with reciprocity). John Hare volunteered to be the co-ordinating point for such links.

Frank Wiswall referred to the inventory of the archives. Further material had been discovered in the garage of Henry Voet. Since the assistant administrator, due to her maternity could not continue to work for the archives, the project is delayed. The project, however, is still alive. All the

CMI material will eventually be produced on CD-ROM.

Furthermore, Frank Wiswall referred to the new and second edition of the Handbook of Maritime Conventions which will be improved and expanded. Due to the changes in the publication house, it is now Lexus Publishing which is responsible for the publication. The new edition will also include a CD-ROM in which also the French (as well as other languages) version could be included. The French Maritime Law Associations will do the utmost to provide Frank Wiswall and Lexus Publishing with the electronic versions of the documents as soon as possible. The new edition should be available at the Singapore 2001 Conference.

9. Work in progress

a) Issues of Transport Law

Stuart Beare, Chairman of the International Subcommittee on Issues of Transport Law, gave an outline of the progress made within the CMI relating to that very important project. He advised that from the first questionnaire, principles had been drawn and subsequently discussed in the first meeting of the International Subcommittee. Those discussions, which had started on a very broad and open basis, could then be concentrated on actual principles to be discussed further in a subsequent International Subcommittee Meeting. From there, the Working Group was entrusted by the ISC to prepare the first draft of an instrument which could be discussed at the Meeting of the International Subcommittee in New York on 7 and 8 July 2000. At the same time, work on Liability Issues had started within the Working Group and a working paper on liability will be submitted to the MLAs for consideration during the next International Subcommittee Meeting. It is planned that as of this Meeting the Liability Issues will be fully integrated into the project and thereby provide a comprehensive instrument regulating all Issues of Transport Law which arise in modern maritime transport. The project thereby clearly also covers issues of multi-modal transport since the project is not confined to the pure sea leg but will contemplate the entire phase of the carrier's custody, which in modern logistics also comprises land legs prior and after the actual sea leg.

Barry Oland, Canada, stressed what a great difference one year can make. He complimented the CMI on the progress made since the last Assembly and thanked Stuart Beare and his team for the remarkable work done.

The Secretary General referred to the co-operation

with UNCITRAL which had been excellent. CMI was invited to the UNCITRAL Assembly to report on the progress made and to organise in conjunction with the Assembly of UNCITRAL a CMI/UNCITRAL Colloquium on International Maritime Transport Law. He stressed that invitations must come from UNCITRAL (due to security reasons) and that everybody interested in participating in this Colloquium should contact the UNCITRAL Secretariat in Vienna. He further referred to a UNCITRAL document which was prepared in the light of the Assembly of UNCITRAL in July which clearly sets out details of the project and backs up the efforts of CMI in that respect. Jose Maria Alcantara asked the Secretary General to organise promotion on a wider scale so that the project be really understood by the public at large.

The Assembly expressed its thanks to Stuart Beare and his working group with a round of applause.

b) Issues of Maritime Insurance

Thomas Remé referred to the questionnaire sent out to the MLAs covering 12 issues which were tabled after the Oslo Colloquium. From the twenty responses received, the Working Group could prepare a synopsis on the issues and detected that a number of them could deserve further study. Thomas Remé welcomed the invitation of the Spanish MLA for the CMI to co-host a seminar on September 16th-18th 2000 at which this report could be discussed in preparation of the CMI Conference in Singapore in February 2001.

c) Piracy

Frank Wiswall reported that his "Joint International Working Group on Uniformity of Laws concerning Piracy and Acts of Maritime Violence" had met at the end of March of this year. Statistics presented there showed an increase of attacks and violence at sea. Those documents supported the suggestion that timing for any work in that area was very good. This was also shown by the fact that the Working Group was attended by BIMCO, ICS, INTERPOL, IGP&I, ICC/IMB, IMO, ITF and IUMI. It was clear from this meeting that the production of a Model Law was extremely important. 90% of acts of piracy take place within national waters. The Model Law would as one of its purposes implement the 1988 Rome Convention into National Law. There will be a further meeting of the Joint International Working Group in October. The current draft (3rd Edition) will be circulated to the National Maritime Law Associations. The final draft is expected in October and will be presented to the CMI Conference 2001. In Singapore there will also

be a panel presentation (in seminar form) on that subject.

d) General Average

Thomas Remé reported that IUMI had taken the initiative by addressing CMI as custodian of the YAR asking for a total revision of the YAR. CMI had undertaken to take soundings within its membership to see whether a revision of YAR was supported. 15 responses to the questionnaire have been received and some more have been announced. It appears that some MLAs support the IUMI proposals but that also several MLAs are opposed to a fundamental revision of the YAR at the present time. The responses of the MLAs will be submitted to the other members of the IWG who will discuss how to prepare for the CMI Colloquium in Toledo.

e) Implementation and Interpretation of International Conventions

Francesco Berlingieri stressed that uniformity also needs uniformity in application. This requires proper implementation. With the agreement of IMO, CMI started with a study of the implementation of the LLMC 1976. At the same time, Francesco Berlingieri appealed to Member Associations to collect judgements from all parts of the world evidencing the way international maritime Conventions were applied in their Courts.

f) UNESCO: draft Convention on Underwater Cultural Heritage

Patrick Griggs reported that UNESCO had decided to seek to protect cultural heritage which lays at the bottom of the sea. Those principles established by UNESCO are incompatible with the Salvage Law and in particular with the 1989 Salvage Convention. On 3 - 7 July, there will be a meeting of UNESCO in Paris. However, it is not clear whether CMI will receive observer status in this meeting. It was noted that R. Field (South Africa) and Anatolj Kolodkin (Russia) had expressed a particular interest in this field of law. It was further reported that the late Geoffrey Brice had prepared a protocol to the Salvage Convention which could take care of the concerns presented by UNESCO. It was decided that the "Brice protocol" should be consulted and eventually supported. Several voices of the Assembly suggested that CMI gets more involved on this issue and that it voices to UNESCO the concern of the maritime law and the salvage practice.

g) IMAO

The Secretary General reported that members of

the standing committee of IMAO had all been re-elected.

b) Euro Section: Appointment of Dr. G. Brunn

G. Brunn was appointed to act as liaison of CMI to the European Union/European Commission and to inform the CMI when developments affect the unification of maritime law.

i) International Interests in Mobile Equipment

Thomas Remé reported that the draft convention no longer contains registered ships as mobile equipment. Mobile equipment is no longer defined in the draft convention and it is left to the interested economic circles to work out a protocol based on the draft convention for specific mobile equipment. This is being done for the aviation industry. Patrick Griggs added that economic circles interested in containers have expressed their interest in a comparable protocol.

j) Classification Societies

Frank Wiswall pointed out that the Model Clauses and the Code of Conduct relating to Classification Societies were approved in New York in 1999. However, actual figures for the purpose of limitation of liability were left open since the industries could not agree on such a figure. The "Erika" casualty, however, increased the pressure on the involved parties to find a compromise. It is hoped that IACS and ICS could make progress towards agreeing on the limitation figure. If this happens, the CMI could reconvene the Joint Working Group to finalise the documents in light of any new agreement. The President to draw IMO's attention to the CMI's work on this topic.

k) IMO 81st Session of the Legal Committee

The President gave a status report on the different IMO projects, a report he had also published on the CMI Website. In the forefront is the discussion on a "Bunker Convention". The final text of the draft Convention is prepared and it is anticipated to have a Diplomatic Conference of IMO in the first half of 2001. This draft provides for a strict liability regime and will cover bunker and lube oil. It will require certificates of insurance to be carried on vessels. Regarding the limitation fund it will have no stand-alone fund but just the LLMC or national limits.

At the same time, discussion on the passenger liability regime has moved down in the order of priority at IMO.

l) US COGSA

William R. Dorsey reported on the current status of

the project of revising the US COGSA. Apparently the bill is not yet introduced in Congress. The pace of the development will very much depend on how the bill will be treated in light of the upcoming election of a new president in the US.

10. Various

a) Toledo Colloquium (17 - 20 September 2000)

Registration to this Colloquium should be made

with Ultramar Express (Fax: 0034-91-3457699)

b) CMI XXXVII Conference; Singapore 12 - 16 February 2001

Patrick Griggs advised on the Registration documents for the Singapore Conference and referred to the schedule of the working sessions during the Conference.

NEWS FROM NATIONAL MARITIME LAW ASSOCIATIONS

NEWS FROM THE CHINA MARITIME LAW ASSOCIATION

The China Maritime Law Association will hold the 4th International Conference on Maritime Law at Shenzhen, China from 24 to 26 October 2000. The China Maritime Law Association has invited the prospective participants to submit papers at the Conference and has suggested the following topics indicating, however, that also other topics may be chosen by the participants:

- General issues on the Maritime Code of the People's Republic of China, and in particular on the judicial practice and the problems demanding immediate solution
- Issues on Bills of Lading and Charter Parties
- Impact of the Contract Law of the People's Republic of China on the international and coastal transportation
- Issues on marine insurance
- New Developments of international maritime treaties and conventions
- Maritime litigation and arbitration

- Freight forwarder administration and its legislation and macro control on international container transport market
- Legal issues pertaining to logistics
- Recent developments of common interest to participants pertaining to maritime laws of their jurisdictions
- Comparative study on Chinese maritime laws and international conventions or relevant laws of other countries
- New trends of international trade practice and/or electronic commerce relating to shipping

A brochure on the Conference and the registration form can be obtained from the China Maritime Law Association, 6/F Golden Land Building, No. 32, Liang Ma Qiao Road, Chaoyang District, BEIJING 100016, China. Tel.: (10) 6462.4004, 6460.4040 - Fax: (10) 6464.3500 - E-mail: CIETAC@public.bta.net.cn

NEWS FROM THE MARITIME LAW ASSOCIATION OF VENEZUELA

Dr. Luis Cova Arria, former President of the Maritime Law Association of Venezuela and Titulary Member of the CMI has been appointed

member of the Venezuelan Academy of Political and Social Sciences.

NEWS FROM INTERGOVERNMENTAL AND INTERNATIONAL ORGANIZATIONS

NEWS FROM IMO

IMO LEGAL COMMITTEE - 81ST SESSION

The Legal Committee met under the Chairmanship of Mr. A.H.E. Popp Q.C. at IMO Headquarters from 27th-31st March 2000.

Introduction

In an opening address, delivered on behalf of the Secretary General, States were encouraged to

denounce the 1969 CLC and 1971 Fund Conventions and to adopt the 1992 Protocols. The Secretary General pointed out that the latest incident involving the *Erika* was likely to prove how inadequate were the limits under the earlier Conventions. He warned that the 1971 Fund Convention was likely to be wound up at a

Conference to be held in September 2000.

The Secretary General drew attention to the work of the Joint IMO/ILO Ad Hoc Expert Working Group on Liability and Compensation regarding Claims for Death, Personal Injury and Abandonment of Seafarers. He emphasised the importance of this work.

On the subject of the HNS Convention the Secretary General pointed out that only one State has so far ratified the Convention of 1996. In this connection he pointed out that document LEG 81/7 introduced by the United Kingdom contained a report of the progress made by the HNS Correspondence Group in its efforts to assist State Parties in the implementation of the HNS Convention. The complexities of the HNS Convention are producing practical difficulties.

Compensation for Pollution from Ships Bunkers

The Committee continued its discussions on a draft Convention on Civil Liability for Bunker Oil Pollution. The purpose of this Convention is to create a liability and compensation regime to cover the consequences of the escape of bunker fuel and lube oil from ships and other seaborne craft. Whilst some States have dealt with the problem through national legislation, bunkers, on ships other than tankers, have not previously been the subject of an international regime.

The draft Convention covers bunker oil and lube oil carried on board seagoing vessels and seaborne craft and will apply when pollution damage is caused by the escape or discharge of bunkers whether this escape or discharge is accidental or otherwise (Art. 3). Compensation will be payable for pollution of the environment but under this head the cost of reasonable measures of reinstatement only will be recoverable (Art. 1).

As regards the scope of application, the Convention will apply within the territory, including the territorial sea and the EEZ of State Parties (Art. 2).

Liability will be strict though limited exceptions (namely war, act of third party with intent to cause damage and government act or omission) will be applicable (Art. 3).

Where two or more ships are involved liability will be joint and several if the exact source of the pollution causing the damage cannot be determined (Art. 5).

Shipowners will be entitled to limit their liability within the general law of limitation whether this be by national law or international convention. In this context the LLMC 1976, as amended, is mentioned as the bench mark. It is important to note that there will be no separate bunker

pollution fund of the sort found in relation to claims for oil cargo pollution and pollution by HNS (Art. 6).

There is to be a compulsory insurance requirement (Art. 7). After some debate it was decided that the registered owner alone would be required to carry insurance against liability "in an amount equal to the applicable limits of liability" under the relevant national or international limitation regime. The registered owner is not required to carry insurance in excess of the limit specified in the LLMC 1976 "as amended". Even though the registered owner is the only person required to carry liability insurance the "shipowner" remains liable for pollution damage. The definition of shipowner includes the owner, charterer, manager and operator of the ship. There are complex provisions whereby state authorities are required to check individual insurance arrangements and issue appropriate certificates as evidence of compliance with the compulsory insurance requirements.

Claimants will have a direct right of action against the insurers though the insurers may rely upon rights of limitation as specified in the Convention even if the shipowner has, by his conduct, lost that right. As far as the insurers are concerned wilful misconduct of the assured is a defence against direct action by a claimant.

The courts of the State in which the pollution occurs is given jurisdiction to hear claims whether these be direct against the insurer or against the charterer, manager or operator (Art. 9). The Convention is likely to require ratification by 10 States before it comes into force internationally (Art. 15).

The Convention will apply only to ships above a certain specified tonnage (Art. 7). The appropriate tonnage figure will not be determined until the Convention goes before a Diplomatic Conference though it is recognised that if the Convention were to cover small ships the certification process would be a huge burden on insurance companies and on the certifying governments. The IMO Secretariat is conducting enquiries to ascertain if there is a correlation between ship size and bunker capacity. Account may also be taken of the fact that smaller ships tend to operate on diesel fuel (which are recognised as not seriously polluting) rather than on heavy bunker fuel (which is heavily polluting).

The IMO Council and Assembly have accepted the recommendation of the Legal Committee to call a Diplomatic Conference sometime in the first half of 2001 to consider a draft Convention on liability for bunker oil pollution damage. The draft text produced at the 81st Session will be the final text to be placed before that Conference. The duration of the Conference will be one week

Provision of Financial Security

This work is now restricted to work on a Protocol to the Athens Convention. The scope of this Protocol is still the subject of debate. A substantial number of delegates would limit the changes effected by the Protocol to an increase in limits of liability and the imposition of a compulsory insurance requirement with direct right of action against insurers. However the Japanese Government is promoting a protocol which would, in addition, vary the current basis of liability and the limitation structure. Much of the discussion at the Legal Committee's 81st Session related to the choice between these two courses of action.

The basis of the Japanese Government's submission was that sea passengers should be granted protection similar to that of passengers by air. This would involve the application of a liability and limitation regime similar to that recently introduced by the Montreal Convention on Air Transport. The Montreal Convention provides for a two tier system, the carriers liability under the first tier would be strict but limited on a per capita basis while under the second tier the carriers liability for personal injury to passengers would be unlimited unless the carrier can prove that the accident occurred with out his fault or that of his servants and agents. (Reverse burden of proof).

In responding to the proposal that passengers carried by sea should be treated on a similar basis as passengers carried by air the observer delegation of the International Chamber of Shipping drew attention to the very different risks for sea and air passengers. The ICS pointed out that in the case of passengers carried by air transportation was normally restricted to one destination and passengers were discouraged from moving about the aircraft. These factors, it was suggested, meant that passengers had less opportunity to injure themselves. Passengers carried by sea are free to move about and engage in activities which give greater opportunities for accidents to occur.

In summing up on this debate the Chairman suggested that there was a preponderance of delegations in favour of the limited changes to the Athens Convention though the Japanese alternative, with some possible variation, might be worth consideration.

One possible variation proposed by the International Group of P&I Clubs would require that the insurers should be directly responsible to the claimant up to a certain limit but above that limit would only be liable to the shipowner by way of indemnity. A text co-operating this proposal was submitted to the Legal Committee.

In considering the three alternative texts on the table (the basic text, the Japanese proposal and the

International Group alternative) a number of general points were made:

1. There could be wide acceptance of the basic text provided that the global insurance limit was sufficiently high.
2. All ships should carry insurance sufficient to provide an "adequate" level of compensation.
3. Claimants should have the right to pursue the insurer direct.
4. The passenger claimant should not have to pursue the shipowner if insurance is available.
5. Passenger claimants should not have their rights of recovery limited simply because of the size of the ship on which they had been carried.
6. Compulsory insurance is less important than the basis of liability.
7. From the point of view of the shipowning and insurance industries it was felt that two caps on liability were required i.e. per passenger and per ship. It was also felt that direct right of action should be available up to a certain financial limit but not beyond.
8. Regardless of the importance of direct action it was felt that compulsory insurance should not be sacrificed in order to obtain this right of direct action.
9. It was generally recognised it would be desirable to achieve a solution without endangering the mutual system of liability currently operated by P&I Clubs.
10. Insurance is only as good as the security behind it.
11. There must be a realistic compensation system which can be implemented and which at the same time provides adequate compensation levels.

On a more general topic it was pointed out by the International Group of P&I Clubs that there was a limit beyond which cover could not be provided within the P&I system and, in this context, it needed to be born in mind that a new generation of cruise liner was coming onto the market capable of carrying more than 3000 passengers with huge potential exposures for insurers.

In concluding the debate on the subject of financial security the Committee recognised the need for further informal discussion to try to narrow the gap between the various positions taken by delegates. Thanks were expressed to the Norwegian delegation for their hard work on this subject and the Committee encouraged other government and observer delegations to become involved in seeking to resolve the outstanding issues.

Report of The Joint IMO/ILO Ad Hoc Expert Working Group on Liability and compensation Regarding Claims for Death, Personal Injury and Abandonment of Seafarers.

As the title suggests this project concerns the lack of protection given to seafarers both in terms of death and personal injury and also where they become stranded by reason of financial or other problems of their employer shipowner.

The Working Group had prepared and submitted a paper to the Legal Committee which recognised that the problem had a human and social dimension. The report also drew attention to the low rate of ratification of International Instruments previously drafted in an attempt to tackle this problem. With this in mind the working group would be circulating to governments and relevant institutions a Questionnaire designed to ascertain why there had been such a poor take up on these existing instruments. Further work will be carried out by the working group on this subject.

Draft Convention on Wreck Removal

A short period of time was devoted to consideration of progress with this draft Convention. The co-ordinator of the Correspondence Group introduced a report contained in document LEG 81/6 which identified progress on matters such as the definitions of wreck, preventive measures and hazard, rights and obligations to remove hazardous wrecks, reporting and locating of wrecks, financial liability for locating, marking and removing wrecks and contributions from cargo. The co-ordinator expressed the hope that it might be possible to contemplate a Diplomatic Conference to finalise the text of the Convention in the biennium 2002–2003.

Monitoring Implementation of the HNS Convention

Documents LEG 81/7 was introduced by the UK delegation which acts as co-ordinator of the HNS Correspondence Group. The purpose of the

group is to monitor the efforts and achievements of states in implementing the HNS Convention. The role of the group is also to encourage states to implement the Convention. The principal issues on which the group had been working concern contributing cargo, the identification of “receiver” in this context, HNS insurers and insurance certificates, production of a guide to the HNS Convention and the reporting system for contributing cargo. The information gathered by the Correspondence Group on these issues was intended to assist states in resolving practical difficulties in setting up the new HNS regime.

The Committee received reports that a number of states have indicated that preparations for ratification or accession to the HNS Convention are underway. The HNS/OPRC Conference held in March 2000 had called on all states to become parties to the 1996 HNS Convention with a view to its early entry into force. For the record it was noted that the Russian Federation had, on March 20th 2000 become the first state to accede to the HNS Convention.

Finally, all delegations, who had not already done so, were urged to take part in the work of the Correspondence Group.

And Finally

The big news, therefore, from the IMO Legal Committee is that within the next year we may anticipate that a Diplomatic Conference will be convened at which the final text of a Bunker Pollution Convention will be agreed. It is now widely accepted that such a Convention will fill a gap in the existing range of instruments designed to provide claimants, who suffer from all forms of ship source pollution, with a recognised liability and compensation regime. A Convention will share the principal characteristics of the CLC/Fund and HNS Conventions namely strict liability, compulsory insurance and direct right of action against the insurer.

PATRICK GRIGGS
President, CMI

NEWS FROM IOPC FUND

MEETINGS IN FEBRUARY AND APRIL 2000

The routine February meeting of the 1992 IOPC Fund Executive Committee took place on 15th February 2000, followed on 3-6th April by the six-monthly meetings of the Executive Committee and Assembly. The first meeting of the Administrative Council of the 1971 Fund also took place on 4th April.

All the debates were dominated by the pollution

claims resulting from the sinking in December 1999 of the Maltese flag tanker “Erica” off SW Brittany. That vessel was carrying about 30,000 tons of fuel oil, half of which spilt at sea, while the rest remains in the two parts of the wreck, now lying on the sea bed at depths of over 100 metres. The oil from the “Erica” has polluted the west coast of France from Quimper to La Rochelle, and

the claims arising will be very large indeed. There is little chance that the total claims will fall below the 135 million SDR ceiling of the CLC/IOPC Fund regime as revised in 1992.

The impossibility of predicting with any degree of accuracy the total of such claims has highlighted the one major weakness in the system, namely that it is impossible to make any payment to victims of pollution from the IOPC Fund, however reasonable their claims may be, until the maximum overall amount of the claims arising from the incident in question has been established. Only then can it be decided whether the claims will fall below the ceiling, in which case all valid claims will be met in full, or whether the total will exceed the ceiling and if so by how much, so that the proportion of each valid claim can be paid, that proportion being the ratio of the fund ceiling to the total amount of valid claims.

This led to an important debate in the Assembly of the 1992 Fund on the need to increase the amount of the limits specified in the 1992 Protocols. An extremely useful paper was produced by the IOPC Secretariat (document 1992FUND/A/ES.4/3) setting out the potential and maximum increased figures calculated in accordance with the criteria set out in the 1992 Protocols. There was a general consensus in the Assembly on the need to review the figures (the amendments will have to be carried out by the Legal Committee of the IMO) although several delegations, particularly those representing states with large fleets, sounded a note of caution as to the impact on shipping of the additional insurance and other costs involved.

The Assembly has appointed a working group to assess the adequacy of the international system of the Civil Liability and Fund Conventions, which will meet during the week commencing 3rd July 2000, and it is certain that this topic will appear on the agenda of the meeting of the IMO Legal Committee in October 2000. The debate will no doubt also continue in the corridors of the IMO, and of the governments most affected.

A "ghost at the feast" was the European Commission, which has already published a White Paper on Environmental Liability, and has a second paper on tanker safety in draft. Concern was expressed by several delegations that, while the sophisticated nature of the CLC/IOPC Fund system is ill understood by politicians and voters, it is a system which is in place and which works, and that well intentioned attempts by the European Commission to introduce a more sophisticated and generous system should not prejudice or undermine the system already in place.

Apart from the "Erica", a number of other major claims were also reviewed. The most significant

news was that in the case of the "Aegean Sea" discussions sponsored by the Spanish Government between the Fund and representatives of the claimant groups showed significant prospects of achieving an overall settlement of the claims. There is much work to be done, but the delays and confusion resulting from uncoordinated and over-enthusiastic presentation of claims, often resulting in the same claim being put forward in more than one legal forum, has operated to the disadvantage of legitimate claimants.

The "Nissos Amorgos" case in Venezuela has suffered from delays resulting from causes similar to those in the "Aegean Sea". The Venezuelan delegation explained to the meeting that for legal reasons it was not able to intervene in the legal proceedings at the present stage, but since the Supreme Court in Caracas has been asked to issue an order of "avocamiento", which brings all claims before one tribunal, namely the Supreme Court, it is hoped that it will be possible that the Government will be able to intervene to develop the possibilities of an overall settlement between the Fund and all claimants in the reasonably near future.

On the 5th April a further meeting took place of the Intersessional Working Group on the meaning of "ship" in the 1992 Civil Liability Convention. Problems have arisen as to the meaning of the 1992 amendment to article 1.1 which extends the meaning of "ship" to tankers constructed or adapted for the carriage of oil (defined elsewhere as persistent oil) and "other cargo", on the basis that such ships should only fall under the CLC if they were carrying residues of persistent oil from a previous voyage. Did "other cargo" mean dry bulk cargo, or did it extend to all other cargoes including non-persistent oils, which were thought by some to be generally excluded from the CLC and Fund systems. The general consensus in the Working Group was in favour of a narrow interpretation, but it was agreed that an attempt should be made in future to amend the wording of the 1992 Civil Liability Convention to clarify the position.

An attempt was made to convene a meeting of the Executive Committee of the 1971 Fund, but this failed for lack of a quorum. A meeting of the 1971 Fund Assembly failed for the same reason, and this led to the opening of the first meeting of the 1971 Fund Administrative Council, a body created by resolution of the 1971 Fund Assembly just before the states with large tonnages of contributing oil left the 1971 Convention to join the 1992 Conventions.

By March 2001 the 1971 Fund will have only 33 member states with total contributing oil tonnage

of only 90 million tons. This will mean that any major casualty in a state still party to the 1971 Fund will cause the cost of claims to fall very heavily on the importers of oil in those states. There could come a time in the reasonably near future when there will be no state in the 1971 Fund with a tonnage of contributing oil above the threshold figure, with could mean that there will be no contributors to that Fund, and no money to pay the victims of an oil spill accident in a 1971

Fund State. National Maritime Law Associations in states which are still parties to the 1971 Fund Convention are urged to consult with their governments and to recommend them to denounce the 1971 CLC and Fund Conventions and to ratify the 1992 Conventions without delay, in order to avoid their state being caught in this unhappy situation.

RICHARD SHAW

NEWS FROM UNCITRAL

TRANSPORT LAW: POSSIBLE FUTURE WORK

With the kind permission of the Secretariat of UNCITRAL we are glad to publish the Report of the Secretary-General of UNCITRAL dated 31 March 2000 (Document A/CN.9/476)

Transport law: possible future work Report of the Secretary-General

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I. Introduction

1. When considering future work in the area of electronic commerce, following the adoption of the UNCITRAL Model Law on Electronic Commerce at its twenty-ninth session, in 1996,¹ the United Nations Commission on Trade Law considered a proposal to include in its work programme a review of current practices and laws in the area of the international carriage of goods by sea, with a view to establishing the need for uniform rules where no such rules existed and with a view to achieving greater uniformity of laws.²

2. The Commission was told that existing national laws and international conventions left significant gaps regarding issues such as the functioning of bills of lading and seaway bills, the relation of those transport documents to the rights and obligations between the seller and the buyer of the goods and the legal position of the entities that provided financing to a party to the contract of carriage. Some States had provisions on those issues, but the fact that those provisions were disparate and that many States lacked them constituted an obstacle to the free flow of goods and increased the cost of transactions. The growing use of electronic means of communication in the carriage of goods further aggravated the consequences of those fragmentary and disparate laws and also created the need for uniform provisions addressing the issues particular to the use of new technologies.

3. It was then suggested that the Secretariat should be requested to solicit views and suggestions on those difficulties not only from Governments but in particular from the relevant intergovernmental and non-governmental organizations representing the various interests in the international carriage of goods by sea. An analysis of those views and suggestions would enable the Secretariat to present, at a future session, a report that would allow the Commission to take an informed decision as to the desirable course of action.

4. Several reservations were expressed with regard to the suggestion. One was that the issues to be covered were numerous and complex, which would strain the limited resources of the Secretariat. Priority should instead be given to other topics that were, or were about to be, put on the agenda of the Commission. Furthermore, it was

¹ Official Records of the General Assembly, Fifty-first Session, Supplement No. 17 (A/51/17).

² *Ibid.*, para. 210.

said that the continued coexistence of different treaties governing the liability in the carriage of goods by sea and the slow process of adherence to the United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg Rules) made it unlikely that adding a new treaty to the existing ones would lead to greater harmony of laws. Indeed, there was some danger that the disharmony of laws would increase.

5. In addition, it was said that any work that would include the reconsideration of the liability regime was likely to discourage States from adhering to the Hamburg Rules, which would be an unfortunate result. It was stressed that, if any investigation was to be carried out, it should not cover the liability regime. It was, however, stated in reply that the review of the liability regime was not the main objective of the suggested work; rather, what was necessary was to provide modern solutions to the issues that either were not adequately dealt with or were not dealt with at all in treaties.

6. Having regard to those differing views, the Commission did not include the consideration of the suggested issues on its agenda at that stage. Nevertheless, it decided that the Secretariat should be the focal point for gathering information, ideas and opinions as to the problems that arose in practice and possible solutions to those problems. Such information-gathering should be broadly based and should include, in addition to Governments, the international organizations representing the commercial sectors involved in the carriage of goods by sea, such as the Comité Maritime International (CMI), the International Chamber of Commerce, the International Union of Marine Insurance, the International Federation of Freight Forwarders Associations, the International Chamber of Shipping and the International Association of Ports and Harbors.

7. At its thirty-first session, in 1998, the Commission heard a statement on behalf of CMI to the effect that it welcomed the invitation to cooperate with the Secretariat in soliciting views of the sectors involved in the international carriage of goods and in preparing an analysis of that information. That analysis would allow the Commission to take an informed decision as to the desirable course of action.³ Strong support was expressed at that session for the exploratory work being undertaken by CMI and the secretariat of

the Commission. The Commission expressed its appreciation to CMI for its willingness to embark on that important and far-reaching project, for which few or no precedents existed at the international level.⁴

8. At the thirty-second session of the Commission, in 1999, it was reported on behalf of CMI that a CMI working group had been instructed to prepare a study on a broad range of issues in international transport law with the aim of identifying the areas where unification or harmonization was needed by the industries involved. In undertaking the study, it had been realized that the industries involved were extremely interested in pursuing the project and had offered their technical and legal knowledge to assist in that endeavour. Based on that favourable reaction and the preliminary findings of the working group, it appeared that further harmonization in the field of transport law would greatly benefit international trade. The working group had found a number of issues that had not been covered by the current unifying instruments. Some of the issues were regulated by national laws that were not internationally harmonized. Evaluated in the context of electronic commerce, that lack of harmonization became even more significant. It was reported that the working group had identified numerous interfaces between the different types of contracts involved in international trade and transport of goods (such as sales contracts, contracts of carriage, insurance contracts, letters of credit, freight forwarding contracts and a number of other ancillary contracts). The working group intended to clarify the nature and function of those interfaces and to collect and analyse the rules currently governing them. That exercise would at a later stage include a re-evaluation of principles of liability to determine their compatibility with a broader area of rules on the carriage of goods.⁵

9. It was also reported at the thirty-second session of the Commission that the working group had sent a questionnaire to all CMI member organizations covering a large number of legal systems. The intention of CMI was, once the replies to the questionnaire had been received, to create an international subcommittee to analyse the data and find a basis for further work towards harmonizing the law in the area of international transport of goods. The Commission had been assured that CMI would provide it with assistance

³ Official Records of the General Assembly, Fifty-third Session, Supplement No. 17 (A/53/17), para. 264).

⁴ Ibid., para. 266.

⁵ Ibid., Fifty-fourth Session, Supplement No. 17 (A/54/17), para. 413.

in preparing a universally acceptable harmonizing instrument.⁶

10. At its thirty-second session, the Commission had expressed its appreciation to CMI for having acted upon its request for cooperation and had requested the Secretariat to continue to cooperate with CMI in gathering and analysing information. The Commission was looking forward to receiving a report at a future session presenting the results of the study with proposals for future work.⁷

11. The purpose of the present report is to apprise the Commission of the work that has been carried out thus far by CMI, in cooperation with the secretariat of the Commission, since the thirty-second session of the Commission. The information is intended to facilitate the Commission's decision on the nature and scope of any future work that might usefully be undertaken by it.

II. Progress of the work of the Comité Maritime International

12. In cooperation with the secretariat of the Commission, CMI undertook to organize a broad investigation of views and suggestions relating to practical problems and possible solutions to those problems. The CMI Executive Council set up a Steering Committee to consider the project. The Steering Committee issued a report dated 29 April 1998⁸ in which it outlined the work that should be undertaken by a working group. An international working group was then established; it studied the issues outlined in the Steering Committee's report and drew up a questionnaire that was sent to all national maritime law associations in May 1999.

13. The questionnaire covered the following issues: (a) inspection of the goods and description of the goods in the transport document; (b) transport document (date, signature and statements in the transport document, other than for description of the goods); (c) rights of the carrier (freight, deadfreight, demurrage and other charges and lien); (d) obligations of shipper, intermediate holder and consignee; (e) delivery and receipt of the goods at destination; and (f) rights of "disposal".

14. The Executive Council of CMI established an international subcommittee on issues of transport law in which delegations from all national maritime law associations, as well as the international organizations involved in trade and shipping, were invited to participate. The

International Sub-committee met in London on 27 and 28 January 2000; it is scheduled to meet again in London on 6 and 7 April 2000 and in New York on 7 and 8 July 2000. From the beginning of the project, there were consultations with the different sectors of industry in the form of round tables and bilateral meetings.

III. Overview of issues and stage of consideration of possible solutions

15. At its first meeting, the International Sub-committee discussed the six issues referred to in paragraph 12 above. Under its terms of reference, the International Sub-committee is required to prepare an outline of an instrument designed to bring about uniformity in transport law. The first meeting identified issues that such an instrument could resolve.

16. The paragraphs below present a summary of the information reviewed by the International Sub-committee at its first meeting concerning the state of the law with respect to those six topics and possible solutions that, as agreed at the first meeting of the International Sub-committee, are being put forward by the working group for discussion at the second meeting of the International Sub-committee. In the paragraphs below, references to countries are to the countries of the national maritime law associations and national members of other organizations that provided replies to the questionnaire. The replies are available on the CMI web site (www.comitemaritime.org).

A. Inspection of the goods and description of the goods in the transport document

17. When the carrier or the actual carrier takes the goods in its charge, the carrier must, on demand of the shipper, issue to the shipper a bill of lading that should state, *inter alia*, the general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, the weight of the goods or their quantity otherwise expressed (all such particulars as furnished by the shipper) and the apparent condition of the goods (see the International Convention for the Unification of Certain Rules relating to Bills of Lading (Hague Rules), art. 3, para. 3, subpara. (b); the Hague Rules as Amended by the Brussels Protocol 1968 (the Hague-Visby Rules), art. 3, para. 3, subparas. (b) and (c); and the United

⁶ Ibid., para. 415.

⁷ Ibid., para. 418.

⁸ CMI Yearbook 1998, pp. 108-117.

Nations Convention on the Carriage of Goods by Sea, 1978 (the Hamburg Rules), art. 15, para. 1, subparas. (a) and (b)).

18. The issue arises as to the extent to which the carrier is responsible for inspecting goods carried, in particular in situations where actual inspection may not be physically reasonable or economically feasible, such as in carriage of bulk cargo, containerized goods, carriage of numerous small items, technical cargo or where no weighing facilities are available at the load port. Another issue is to what extent the details provided in the transport document should be prima facie evidence of that information, in particular in situations where such information is received by electronic means from the shipper.

19. The responses to the CMI questionnaire revealed considerable consistency in the approach to this issue. Goods are taken to be in good “apparent” order and condition as determined by external visual inspection (in Australia, Canada, China, Hungary, Italy, Japan, the Netherlands, New Zealand, Norway, Spain, Turkey, the United Kingdom of Great Britain and Northern Ireland and the United States of America), without interfering with the packing (in Canada), also taking into account, as specified in some legal systems, other elements such as weight (in Australia and Japan), noise and smell (in Japan), and mate’s receipts (in New Zealand). In Poland the test is one of good faith: it is assumed that the carrier had no knowledge (despite the exercise of due diligence) that the goods were shipped in a condition other than as described in the bill of lading. In Indonesia it appears that the word is understood as meaning that the carrier has received the goods in order and good condition, having “checked and rechecked” the condition of the goods.

20. A carrier has no reasonable means of checking particulars provided by a shipper where the goods are containerized and have been packed by the shipper (in Argentina, Australia, Indonesia, the Netherlands, Norway, the United Kingdom and the United States), for bulk goods (in Italy and the Netherlands) except for weight and survey reports (in China), for packed goods in general (in the Netherlands), for technical cargo (in Norway), where it is uneconomical to tally the cargo (in Italy and the Netherlands) or where no weighing facilities are available (in the United States).

21. The general position is that the carrier may refuse to insert information in a bill of lading where it is obviously incorrect (in Australia, Canada, the Netherlands, Norway, Spain and the United States) or where it has reason to believe

that the information is incorrect (in Australia, Canada, Norway, Spain and the United States). However, in Italy the carrier may only refuse to insert information in a bill of lading that it has actually found to be incorrect.

22. At the first meeting of the International Subcommittee there was agreement that, when the carrier had reasonable grounds for suspecting that the information furnished by the shipper did not accurately represent the goods, the carrier was obligated to check the information if it had a reasonable means of doing so. Thus the carrier would be excused from including the otherwise required information only when there was no reasonable means of checking it.

23. Other issues considered by the International Sub-committee included the conditions under which a carrier could protect itself by omitting from the transport document a description of the goods that it was unable to verify (for instance, by inserting clauses such as “said to contain” and “shipper’s weight and count”), the effects of qualifying clauses in transport documents and the desirability of developing harmonized provisions regulating the use and effects of such clauses, taking into account their practical implications in respect of containerized transport.

B. Transport document

24. While article 16 of the Hamburg Rules lists certain minimum information that the bill of lading is required to contain, this question is left largely open under the Hague-Visby Rules, which, in particular, make no reference to date and signature of the bill of lading or methods for identifying the carrier. The content of the bill of lading and the consequences of missing or inaccurate information are thus largely left for domestic law.

1. Date

25. Dating of the transport document is at present either mandatory (in Argentina, China, the Democratic People’s Republic of Korea, Germany, Indonesia, Lebanon, the Netherlands, Norway, Poland, Spain and Turkey) or, while not mandatory, common practice (in Australia, Canada, New Zealand, the United Kingdom and the United States), usually in order to satisfy the requirements of banks issuing letters of credit.

26. The applicable date is the date of signature of the bill of lading (in the Democratic People’s Republic of Korea, Italy, Japan and the Netherlands), the date of issue (in Germany and Poland), the date of receipt or loading on board (in Australia, Canada, China, Italy, Japan, New Zealand, Norway, Turkey, the United Kingdom

and the United States) or within 24 hours from the date of placing the goods on board (in Spain).

27. Most of the participants at the first meeting of the International Sub-committee felt that the date should not be considered an essential element of the bill of lading and an undated bill of lading should be considered valid. It was suggested, however, that a harmonized general provision that clarified the significance of the date mentioned in the bill of lading would be useful. It was also suggested that the International Sub-committee should examine the legal consequences of the issuance of a bill of lading bearing an inaccurate or incorrect date.

2. Signature

28. The signing of bills of lading is mandatory in some countries (as in Argentina, China, the Democratic People's Republic of Korea, Hungary, Italy, Japan, Lebanon, the Netherlands, Norway, Poland, Spain and Turkey), when it is not required (in Australia, Canada, Germany, Indonesia, New Zealand, the United Kingdom and the United States), bills of lading are signed at the request of the sender (in Germany) or are generally signed in practice (in Australia, Canada, New Zealand, the United Kingdom and the United States) on account of banks' requirements for the issuance of letters of credit.

29. It has been suggested that the International Sub-committee should give special attention to the legal consequences of the lack of authority to sign a bill of lading on behalf of the apparent carrier and consider which are the acceptable means of signature of the transport document.

3. Statements in the transport documents in addition to the description of the goods

30. Some national systems require the bill of lading to state the name of the carrier (e.g. in China, Germany, Italy, Japan, Lebanon, Norway, Poland, Spain and Turkey) and the address of the carrier (in China, Germany, Lebanon and Norway) or the master (in Spain), or merely the carrier's domicile (in Italy) or "designation" (in Poland). Other systems have no such requirements (in Argentina, Australia, Canada, Hungary, Indonesia, the Netherlands, New Zealand, the United Kingdom and the United States), although in some of these systems the carrier's name is customarily indicated.

31. In this context, it has been suggested that the International Sub-committee should consider which are the relevant elements for the identification of the carrier and what are the implications for the purpose of the identification

of the carrier of a valid incorporation of the terms of a charter party in the bill of lading.

C. Rights of the carrier

32. The main issues concerning the rights of the carrier that have been considered thus far by the International Sub-committee include the following: when freight is earned and when it is payable; what is the effect of contractual frustration on the obligation to pay freight; whether the carrier has a right to withhold delivery of the goods until freight is paid; whether the carrier may exercise a lien in the cargo; to what extent the shipper may rely upon a cesser clause to avoid liability; whether the carrier can claim for deadfreight, demurrage and other charges in the same manner as freight, or whether this should depend on the transport document.

1. Freight

33. The meaning of "freight prepaid" and "freight collect" are largely of uniform interpretation, that is, "prepaid" denies the carrier the right to claim freight from the consignee, while "collect" means that the carrier may claim freight from the consignee (in Argentina, Canada, China, the Democratic People's Republic of Korea, Indonesia, Italy, Japan, the Netherlands, New Zealand, Norway, Spain, Turkey and the United States). There is also significant consistency in approach to liability for payment of freight, with the receiver being liable to pay the freight (in Canada, Germany, Hungary, Japan, Lebanon, Poland, Norway and Turkey), or liability *prima facie* resting with the shipper (in Canada, Hungary, the Netherlands and the United States), but otherwise depending on the terms of the contract (in Argentina, Australia, China, Italy, Japan, New Zealand and Spain). Intermediate holders may (in Canada) or may not (in Japan) be liable for freight.

34. Freight is predominantly considered to be earned when the carriage has been performed, unless the contract states otherwise (in Argentina, Australia, Canada, China, Indonesia, Italy, Japan, the Netherlands, New Zealand, Norway, Turkey, the United Kingdom and the United States). Similarly, freight is typically payable when it is earned (upon arrival) unless the contract states otherwise (in Argentina, Australia, Canada, China, Indonesia, Italy, Japan, the Netherlands, New Zealand, Norway, Turkey, the United Kingdom and the United States).

35. The effect of frustration varies: the carrier may retain a right to freight (in Italy) or the carrier may retain a right to freight only if it has been earned (in the United Kingdom); in the proportion that has been earned compared with total freight (in

Hungary, Japan, Norway, Spain and the United States); and in the freezing of the freight obligation, so that, if freight is paid before the frustrating event, the carrier retains it, and if not the carrier has no right to claim payment of freight (in Australia and New Zealand).

2. Deadfreight, demurrage and other charges

36. The shipper's liability for deadfreight, demurrage and other charges depends on the contract (in Argentina, Australia, Canada, Japan, New Zealand, Norway and the United Kingdom), although in Italy the shipper is liable for deadfreight, and in Turkey the carrier may refuse delivery for non-payment of deadfreight and other charges in the same manner as freight. Cesser clauses are generally valid (in Australia, Canada, China, Italy, the Netherlands, Norway, Spain, Sweden, Turkey, the United Kingdom and the United States), with Indonesia being an exception.

37. The consignee would appear, unless the contract specifies otherwise, to be liable for deadfreight, demurrage and other charges (in Australia, Canada, Japan, the Netherlands, New Zealand, Norway and the United Kingdom), although in Norway the consignee is only liable for loadport demurrage where its amount is expressly stated on the bill of lading.

3. Lien

38. The right of a carrier to withhold delivery of goods until freight has been paid is, with few exceptions (in Argentina), widely recognized (in Australia, Canada, China, Germany, Hungary, Indonesia, Italy, Japan, Lebanon, the Netherlands, New Zealand, Norway, Poland, Spain, Turkey, the United Kingdom and the United States). The carrier's right is possessory in nature and typically does not continue after delivery of the goods (in Australia, Canada, New Zealand, Norway, Poland, the United Kingdom and the United States), with some exceptions (in Argentina, Germany, Italy and Lebanon), provided that the right is actively pursued (in Argentina and Italy).

39. Although in Japan general liens may be exercised, this is not generally the case (in Argentina, Italy, Lebanon, the Netherlands, Spain and the United States) or not the case unless clearly stated in the contract of carriage (in Australia, Canada, New Zealand, Norway and the United Kingdom).

D. Obligations of shipper, intermediate holder and consignee

1. Shipper

40. The shipper is obliged to ship clearly

identifiable cargo and to provide an accurate description of the goods in the transport document (in Argentina, Australia, Canada, Germany, Indonesia, Japan, the Netherlands, New Zealand, Norway, the United Kingdom and the United States). Where the shipper packages goods, the shipper is obliged to package them adequately according to their nature (in Germany); to ship dangerous goods only with the carrier's consent (in Japan and Germany the obligation is merely to notify the carrier of the dangerous goods); where applicable, to conform with any requirements as to marking and packaging of dangerous goods (in Canada); to deliver the goods to the carrier in the manner agreed in the transport document and to pay freight, unless otherwise agreed, provided such agreement is clearly evident on the face of the transport document (in Japan).

2. Intermediate holder

41. Responses to the questionnaire did not elucidate the obligations of intermediate holders.

3. Consignee

42. The consignee is obliged to receive (in Canada, China, Hungary, Indonesia, Italy, Japan, the Netherlands, Norway, Poland, Spain, the United Kingdom and the United States) and remove (in Canada) the goods, even if they are damaged (in Argentina, Canada, the Netherlands, Poland, Spain and the United Kingdom) as long as they remain recognizable (in Canada and Poland), «retain their commercial identity» (in Australia, New Zealand and the United Kingdom) or except for «a total constructive loss» (in the United States). Receipt should be conducted in a timely (in Australia, Canada, New Zealand, Poland, the United Kingdom and the United States) and cooperative manner (in Argentina, Australia, Italy, the Netherlands, New Zealand, Norway, Poland, Spain, the United Kingdom and the United States). In the event goods are damaged beyond recognition, the consignee is obliged to provide whatever cooperation is necessary for the carrier to survey the goods (in Spain).

43. The carrier is obliged to accept instructions regarding delivery of the goods if given by an appropriate holder (in Australia, Canada, China, Japan, New Zealand, Poland, the United Kingdom and the United States) and to make delivery of the goods at the destination to the consignee (in Argentina, Australia, Canada, Indonesia, Italy, the Netherlands, New Zealand, Poland, Turkey, the United Kingdom and the United States). Where reefer units are involved, the New Zealand association also requested an additional obligation to provide (upon request) information on

temperature recordings for the period the goods were in the carrier's custody.

E. Delivery and receipt of the goods at destination

44. The questions considered by the International Sub-committee included the following: under what circumstances a consignee may refuse to accept delivery of the goods; what, in those circumstances, is the proper course of conduct for the carrier to follow; and what is the appropriate procedure for delivery when the goods arrive before the transport document, as often happens in practice.

45. A carrier must deliver the goods to the person entitled to take delivery. If the carrier delivers the goods without the consignee producing the bill of lading, the carrier is liable for any losses that ensue (in Australia, Germany, the Netherlands, New Zealand, Spain, Turkey, the United Kingdom and the United States). The letter of indemnity is a separate contract indemnifying the carrier for such liability. Delivery under a letter of indemnity has no effect on the right of the person entitled to delivery to claim against the carrier (in Australia, Canada, Hungary, Japan, the Netherlands, New Zealand, Norway, Spain, Turkey, the United Kingdom and the United States).

46. Most participants at the first meeting of the International Sub-committee were in favour of a duty to be expressly laid on the consignee to accept delivery. It was also indicated that in that event it should be the carrier's duty to notify the consignee that the goods were available for delivery. In addition, it was felt that, if the consignee failed to accept delivery or no consignee appeared at the place of destination or for any other reason the carrier was not able to deliver, the contractual counterpart of the carrier was in principle financially responsible and must also provide instructions as to the disposal of the goods. It was also suggested that bills of lading should be subject to limitation periods so that after the passing of a certain period of time there would no longer be any right to claim under a bill of lading.

47. The International Sub-committee also examined the question of the appropriate course of conduct for a carrier when a consignee did not attend at the discharge port to take delivery or refused to take delivery and under what circumstances the carrier might dispose of the goods.

48. A right of disposal exists in many national systems (in Argentina, Canada, Germany, Hungary, Indonesia, Italy, Japan, the Netherlands,

New Zealand, Norway and the United States). The carrier may land the goods and process them through customs (in New Zealand), and warehouse them (in Argentina, Canada, China, the Democratic People's Republic of Korea, Hungary, Indonesia, Italy, Japan, the Netherlands, New Zealand, Norway, Turkey, the United Kingdom and the United States). Some national systems instead require the carrier to deposit the goods with the competent judicial authority (in Indonesia, Italy, Japan and Spain).

49. Notice is to be provided (in Germany, Hungary, Italy and Japan) immediately (in Hungary, Italy and Japan) to the consignee (in Japan) or to the consignor (in Hungary and Italy). The cost of storage attaches to the goods (in Argentina and the United States), to the shipper (in Canada, Hungary and Japan) or the consignee (in Canada, China, the Democratic People's Republic of Korea, the Netherlands, Norway, the United Kingdom and the United States), assuming the consignee has become a party to the contract of carriage (in the Netherlands) or demands delivery or makes a claim thereunder (in Australia, New Zealand and the United Kingdom).

50. The carrier may sell or auction the goods after a certain time. The period is 60 days in China, 15 days in Hungary, 14 days in Japan, a «reasonable period» in Norway and 20 days in Spain. Goods are sold under authority of the court (in China, Indonesia, Japan and the Netherlands). The goods may be sold if the consignee's failure to cooperate is ongoing (in New Zealand) or they may be auctioned at will (in Japan).

F. Rights of disposal and the right to give instructions to the carrier

51. One of the features of transportation contracts is that the contractual counterpart to the carrier has the right to dispose of the goods. This right includes in particular the right to ask the carrier to stop the goods in transit, to change the place at which delivery is to take place and to deliver the goods to a consignee other than that indicated by the consignee in the transport document. Apart from these rights, it is recognized that the holder of such rights is also able to renegotiate new terms with the carrier, whereas it is understood that the carrier in those circumstances is free to reject or accept such changes in the contract. While international conventions in the field of maritime law (the Hague Rules and the Hamburg Rules) have not covered that issue so far, a number of instruments concerning other modes of transportation have done so and thereby provide at least a basis for possible further unification.

52. It has been suggested that the International Sub-committee should further examine the question of when the right of disposal and the right to give instructions to the carrier is effectively transferred, taking into account the type of documentary evidence of the contract of carriage used by the parties (e.g. bill of lading, a sea waybill or an electronic equivalent to either of the latter documents) and situations where no transport document has been issued. It has been also suggested that the International Sub-committee should consider which proof of identity a person should be required to produce in order to exercise the right of disposal and the right to give instructions to the carrier.

IV. Conclusion

53. The work carried out thus far by CMI in cooperation with the Secretariat has, as indicated above, focused on issues related to inspection and description of the goods in the transport document; content of the transport document; rights of the carrier; obligations of shipper, intermediate holder and consignee; delivery and receipt of the goods at destination; rights of disposal; and the right to give instructions to the carrier.

54. In the course of this work, it has been noted that, although bills of lading are still used, especially where a negotiable document is required, the actual carriage of goods by sea sometimes represents only a fragment of an international transport of goods. In the container trades, even a port-to-port bill of lading would involve receipt and delivery at some point not directly connected to the arrival of, or discharge from, the ocean vessel. Moreover, in most situations it is not possible to take delivery alongside the vessel. Furthermore, where different modes of transport are used, there are often gaps between mandatory regimes applying to the various transport modes involved. It has been proposed, therefore, that, in developing an internationally harmonized regime that covers the relationships between the parties to the contract of carriage for the full duration of the carrier's custody of the cargo, issues that arise in connection with activities that are integral to the carriage agreed to by the parties and that take place before loading and after discharge should also be considered, as well as issues that arise under shipments where more than one mode of transport is contemplated. Furthermore, while the emphasis of this work, as originally conceived, was

on the review of areas of law governing the transportation of goods that had not previously been covered by international agreement, it has been increasingly felt that the present, broad-based project should be extended to include an updated liability regime that would be designed to complement the terms of the proposed harmonizing instrument.

55. It should be noted, in that connection, that similar expectations were voiced at the thirty-second session of the Commission, when interest was expressed in the announced study that went beyond the liability of carriers and that would examine the interdependence among various contracts involved in the international carriage of goods and the need to provide legal support to modern contract and transport practices. It was stated that increasing disharmony in the area of international carriage of goods was a source of concern and that, in order to provide a certain legal basis to modern contract and transport practices, it was necessary to look beyond the liability issues and, if need be, reconsider positions taken in the past. Furthermore, it was said that various regional initiatives in the area of transport law ought to be examined and borne in mind in any future work in that area of law.⁹

56. Following the identification of issues and the preliminary discussions that took place at the first meeting of the International Sub-committee, it was agreed that a CMI working group would prepare a paper in which such issues were set out and possible solutions put forward, in some cases on an alternative basis, for discussion by the International Sub-committee.

57. The Commission may wish to take note of the progress made since its thirty-second session, when it requested the Secretariat to cooperate with CMI in gathering and analysing information on possible issues for future work on transport law. The Commission may wish to request that the Secretariat continue its cooperation with CMI with a view to presenting, at the next session of the Commission, a report identifying issues in transport law in respect of which the Commission might undertake future work and presenting the possible solutions that would have been discussed in the course of the consultations between CMI and the Secretariat, including, as appropriate, the conclusions that might be reached and suggestions that might be made at the colloquium on maritime law to be held in New York on 6 July 2000 in conjunction with the thirty-third session of the Commission.

⁹ Official Records of the General Assembly, Fifty-fourth Session, Supplement No. 17 (A/54/17), para. 417.

RATIFICATION AND DENUNCIATION OF INTERNATIONAL CONVENTIONS

INSTRUMENTS OF RATIFICATION OF AND ACCESSION TO THE FOLLOWING CONVENTIONS
HAVE BEEN DEPOSITED WITH THE DEPOSITARY:

- **Convention on Limitation of Liability for Maritime Claims, 1976**
Latvia: 13 July 1999
- **Protocol of 1996 to amend the Convention on Limitation of Liability for Maritime Claims, 1976**
Russian Federation: 25 May 1999
United Kingdom: 11 June 1999
- **International Convention on Salvage, 1989**
Kenya: 21 July 1999
Latvia: 17 March 1999
Lithuania: 15 November 1999
Russian Federation: 25 May 1999
Tunisia: 5 May 1999
Vanuatu: 18 February 1999
- **International Convention on Oil Pollution Preparedness, Response and Co-operation, 1990**
Antigua and Barbuda: 5 January 1999
Israel: 24 March 1999
Italy: 2 March 1999
Kenya: 21 July 1999
Korea, Republic of: 9 November 1999
Mauritania: 22 November 1999
Mauritius: 2 December 1999
Monaco: 19 October 1999
New Zealand: 2 July 1999
Singapore: 10 March 1999
Vanuatu: 18 February 1999
- **Protocol of 1992 to amend the International Convention on Civil Liability for Oil Pollution Damage, 1969**
China: 5 January 1999
Dominican Republic: 2 June 1999
Fiji: 30 November 1999
India: 15 November 1999
Indonesia: 6 July 1999
Italy: 16 September 1999
Mauritius: 6 December 1999
Panama: 18 March 1999
Poland: 21 December 1999
Seychelles: 23 July 1999
Sri Lanka: 22 January 1999
Tonga: 10 December 1999
Vanuatu: 18 February 1999
- **Protocol of 1992 to amend the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution damage, 1971**
Algeria: 11 June 1998
Barbados: 7 July 1998
Belgium: 6 October 1998
Belize: 27 November 1998
Canada: 29 May 1998

China: 5 January 1999
Dominican Republic: 24 June 1999
Fiji: 30 November 1999
Iceland: 13 November 1998
Italy: 16 September 1999
Mauritius: 6 December 1999
New Zealand: 25 June 1998
Panama: 18 March 1999
Poland: 21 December 1999
Seychelles: 23 July 1999
Sri Lanka: 22 January 1999
Tonga: 10 December 1999
Vanuatu: 18 February 1999
Venezuela: 22 July 1998

**INSTRUMENTS OF DENUNCIATION OF THE FOLLOWING CONVENTIONS
HAVE BEEN DEPOSITED WITH THE DEPOSITARY:***

– **International Convention on Civil Liability for Oil Pollution Damage, 1969**

China: 5 January 2000
Fiji: 30 November 2000
Italy: 8 October 2000
Mauritius: 6 December 2000
Panama: 11 May 2000
Poland: 21 December 2000
Seychelles: 23 July 2000
Sri Lanka: 22 January 2000
Tonga: 10 December 2000
Vanuatu: 18 February 2000

– **International Convention on the Establishment of an International Fund for Compensation for Oil Pollution damage, 1971**

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Italy: 8 October 2000
Mauritius: 6 December 2000
Panama: 11 May 2000
Poland: 21 December 2000
Seychelles: 23 July 2000
Sri Lanka: 22 January 2000
Tonga: 10 December 2000
Vanuatu: 18 February 2000

* The dates indicated are the dates when denunciation becomes effective.