

YEARBOOK

1998

ANNUAIRE



PART I

**Organization of
the CMI**

Comité Maritime International

CONSTITUTION

(1992)

PART I - GENERAL

Article 1

Object

The Comité Maritime International is a non-governmental international organization, the object of which is to contribute by all appropriate means and activities to the unification of maritime law in all its aspects.

To this end it shall promote the establishment of national associations of maritime law and shall cooperate with other international organizations.

Article 2

Domicile

The domicile of the Comité Maritime International is established in Belgium.

Article 3

Membership

- a) The Comité Maritime International shall consist of national (or multinational) Associations of Maritime Law, the objects of which conform to that of the Comité Maritime International and the membership of which is open to persons (individuals or bodies corporate) who either are involved in maritime activities or are specialists in maritime law. Member Associations should endeavour to present a balanced view of the interests represented in their Association.

Where in a State there is no national Association of Maritime Law in existence, and an organization in that State applies for membership of the Comité Maritime International, the Assembly may accept such organization as a Member of the Comité Maritime International if it is satisfied that the object of such organization, or one of its objects, is the unification of maritime law in all its aspects. Whenever reference is made in this Constitution to Member Associations, it will be deemed to include any organization admitted as a Member pursuant to this Article.

Only one organization in each State shall be eligible for membership, unless the Assembly otherwise decides. A multinational Association is eligible for

Comité Maritime International

STATUTS

1992

Ière PARTIE - DISPOSITIONS GENERALES

Article 1er

Objet

Le Comité Maritime International est une organisation nongouvernementale internationale qui a pour objet de contribuer, par tous travaux et moyens appropriés, à l'unification du droit maritime sous tous ses aspects.

Il favorisera à cet effet la création d'Associations nationales de droit maritime. Il collaborera avec d'autres organisations internationales.

Article 2

Siège

Le siège du Comité Maritime International est fixé en Belgique.

Article 3

Membres

- a) Le Comité Maritime International se compose d'Associations nationales (ou multinationales) de droit maritime, dont les objectifs sont conformes à ceux du Comité Maritime International et dont la qualité de membre est accordée à toutes personnes (personnes physiques ou personnes morales) qui, ou bien participent aux activités maritimes, ou bien sont des spécialistes du droit maritime. Chaque Association membre s'efforcera de maintenir l'équilibre entre les divers intérêts représentés dans son sein.

Si dans un pays il n'existe pas d'Association nationale et qu'une organisation de ce pays pose sa candidature pour devenir membre du Comité Maritime International, l'Assemblée peut accepter une pareille organisation comme membre du Comité Maritime International après s'être assurée que l'objectif, ou un des objectifs, poursuivis par cette organisation est l'unification du droit maritime sous tous ses aspects. Toute référence dans les présents statuts à des Associations membres comprendra toute organisation qui aura été admise comme membre conformément au présent article.

Une seule organisation par pays est éligible en qualité de membre du Comité Maritime International, à moins que l'Assemblée n'en décide autrement.

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membership only if there is no Member Association in any of its constituent States.

- b) Individual members of Member Associations may be appointed by the Assembly as Titulary Members of the Comité Maritime International upon the proposal of the Association concerned, to the maximum of twenty-one per Member Association. The appointment shall be of an honorary nature and shall be decided having regard to the services rendered by the candidates to the Comité Maritime International and to their reputation in legal or maritime affairs. Titulary Members shall not be entitled to vote.
Titulary Members presently or formerly belonging to an association which is no longer a member of the Comité Maritime International may continue to be individual Titulary Members at large, pending the formation of a new Member Association in their State.
- c) Nationals of States where there is no Member Association in existence and who have demonstrated an interest in the object of the Comité Maritime International may be admitted as Provisional Members but shall not be entitled to vote. Individuals who have been Provisional Members for not less than five years may be appointed by the Assembly as Titulary Members, to the maximum number of three such Titulary Members from any one State.
- d) The Assembly may appoint to Membership *Honoris Causa* any individual who has rendered exceptional service to the Comité Maritime International, with all of the rights and privileges of a Titulary Member but without payment of contributions.
Members *Honoris Causa* shall not be attributed to any Member Association or State, but shall be individual Members of the Comité Maritime International as a whole.
- e) International organizations which are interested in the object of the Comité Maritime International may be admitted as Consultative Members but shall not be entitled to vote.

PART II - ASSEMBLY

Article 4

Composition

The Assembly shall consist of all Members of the Comité Maritime International and the members of the Executive Council.

Each Member Association and Consultative Member may be represented in the Assembly by not more than three delegates.

As approved by the Executive Council, the President may invite Observers to attend all or parts of the meetings of the Assembly.

Article 5

Meetings

The Assembly shall meet annually on a date and at a place decided by the

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Une association multinationale n'est éligible en qualité de membre que si aucun des Etats qui la composent ne possède d'Association membre.

- b) Des membres individuels d'Associations membres visées dans la première partie de cet article peuvent être nommés membres titulaires du Comité Maritime International par l'Assemblée sur proposition de l'Association membre intéressée, à raison de vingt et un au maximum par Association membre. Cette nomination aura un caractère honorifique et sera décidée en tenant compte des services rendus au Comité Maritime International par les candidats et de la notoriété qu'ils auront acquise dans le domaine du droit ou des affaires maritimes.

Les membres titulaires n'auront pas le droit de vote.

Les membres titulaires appartenant ou ayant appartenu à une Association qui n'est plus membre du Comité Maritime International peuvent rester membres titulaires individuels hors cadre, en attendant la constitution d'une nouvelle Association membre dans leur Etat.

- c) Les nationaux des pays où il n'existe pas une Association membre mais qui ont fait preuve d'intérêt pour les objectifs du Comité Maritime International peuvent être admis comme membres provisoires, mais n'auront pas le droit de vote. Les personnes physiques qui sont membres provisoires depuis cinq ans au moins peuvent être nommées membres titulaires par l'Assemblée, à concurrence d'un maximum de trois par pays.
- d) L'Assemblée peut nommer membre d'honneur, jouissant des droits et privilèges d'un membre titulaire mais dispensé du paiement des cotisations, toute personne physique ayant rendu des services exceptionnels au Comité Maritime International.
- Les membres d'honneur ne relèvent d'aucune Association membre ni d'aucun Etat, mais sont à titre personnel membres du Comité Maritime International pour l'ensemble de ses activités.
- e) Les organisations internationales qui s'intéressent aux objectifs du Comité Maritime International peuvent être admises en qualité de membres consultatifs, mais n'auront pas le droit de vote.

2ème PARTIE - ASSEMBLEE

Article 4

Composition

L'Assemblée est composée de tous les membres du Comité Maritime International et des membres du Conseil Exécutif.

Toute Association membre et tout membre consultatif peuvent être représentés à l'Assemblée par trois délégués au maximum.

Le Président peut, avec l'approbation du Conseil Exécutif, inviter des observateurs à assister, totalement ou partiellement, aux réunions de l'Assemblée.

Article 5

Réunions

L'Assemblée se réunit chaque année à la date et au lieu fixés par le Conseil

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Executive Council. The Assembly shall also meet at any other time, for a specified purpose, if requested by the President, by ten of its Member Associations or by the Vice-Presidents. At least six weeks notice shall be given of such meetings.

Article 6**Agenda and Voting**

Matters to be dealt with by the Assembly, including election to vacant offices, shall be set out in the agenda accompanying the notice of the meeting. Decisions may be taken on matters not set out in the agenda, other than amendments to this Constitution, provided no Member Association represented in the Assembly objects to such procedure.

Each Member Association present in the Assembly and entitled to vote shall have one vote. The right to vote cannot be delegated or exercised by proxy.

All decisions of the Assembly shall be taken by a simple majority of Member Associations present, entitled to vote, and voting. However, amendments to this Constitution shall require the affirmative vote of a two-thirds majority of all Member Associations present, entitled to vote, and voting.

Article 7**Functions**

The functions of the Assembly are:

- a) To elect the Officers of the Comité Maritime International;
- b) To admit new members and to appoint, suspend or expel members;
- c) To fix the rates of member contributions to the Comité Maritime International;
- d) To consider and, if thought fit, approve the accounts and the budget;
- e) To consider reports of the Executive Council and to take decisions on the future activity of the Comité Maritime International;
- f) To approve the convening and decide the agenda of, and ultimately approve resolutions adopted by, International Conferences;
- g) To amend this Constitution;
- h) To adopt rules of procedure not inconsistent with the provisions of this Constitution.

PART III - OFFICERS**Article 8****Designation**

The Officers of the Comité Maritime International shall be:

- a) The President,
- b) The Vice-Presidents,
- c) The Secretary-General,

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Exécutif. L'Assemblée se réunit en outre à tout autre moment, avec un ordre du jour déterminé, à la demande du Président, de dix de ses Associations membres, ou des Vice-Présidents. Le délai de convocation est de six semaines au moins.

Article 6**Ordre du jour et votes**

Les questions dont l'Assemblée devra traiter, y compris les élections à des charges vacantes, seront exposées dans l'ordre du jour accompagnant la convocation aux réunions. Des décisions peuvent être prises sur des questions non inscrites à l'ordre du jour, exception faite de modifications aux présents statuts, pourvu qu'aucune Association membre représentée à l'Assemblée ne s'oppose à cette façon de faire.

Chaque Association membre présente à l'Assemblée et jouissant du droit de vote dispose d'une voix. Le droit de vote ne peut pas être délégué ni exercé par procuration.

Toutes les décisions de l'Assemblée sont prises à la majorité simple des Associations membres présentes, jouissant du droit de vote, et prenant part au vote. Toutefois, le vote positif d'une majorité des deux tiers de toutes les Associations membres présentes, jouissant du droit de vote et prenant part au vote sera nécessaire pour modifier les présents statuts.

Article 7**Fonctions**

Les fonctions de l'Assemblée consistent à:

- a) Elire les membres du Bureau du Comité Maritime International;
- b) Admettre de nouveaux membres et nommer, suspendre ou exclure des membres;
- c) Fixer les montants des cotisations des membres du Comité Maritime International;
- d) Examiner et, le cas échéant, approuver les comptes et le budget;
- e) Etudier les rapports du Conseil Exécutif et prendre des décisions concernant les activités futures du Comité Maritime International;
- f) Approuver la convocation et fixer l'ordre du jour de Conférences Internationales du Comité Maritime International, et approuver en dernière lecture les résolutions adoptées par elles;
- g) Modifier les présents statuts;
- h) Adopter des règles de procédure sous réserve qu'elles soient conformes aux présents statuts.

3ème PARTIE - MEMBRES DU BUREAU**Article 8****Désignation**

Les membres du Bureau du Comité Maritime International sont:

- a) le Président,
- b) les Vice-Présidents,
- c) le Secrétaire Général,

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- d) The Treasurer,
- e) The Administrator (if an individual), and
- f) The Executive Councillors.

Article 9**President**

The President of the Comité Maritime International shall preside over the Assembly, the Executive Council, and the International Conferences convened by the Comité Maritime International. He shall be an ex-officio member of any Committee, International Sub-Committee or Working Group appointed by the Executive Council.

With the assistance of the Secretary-General and the Administrator he shall carry out the decisions of the Assembly and of the Executive Council, supervise the work of the International SubCommittees and Working Groups, and represent the Comité Maritime International externally.

In general, the duty of the President shall be to ensure the continuity and the development of the work of the Comité Maritime International.

The President shall be elected for a full term of four years and shall be eligible for re-election for one additional term.

Article 10**Vice-Presidents**

There shall be two Vice-Presidents of the Comité Maritime International, whose principal duty shall be to advise the President and the Executive Council, and whose other duties shall be assigned by the Executive Council.

The Vice-Presidents, in order of their seniority as officers of the Comité Maritime International, shall substitute for the President when the President is absent or is unable to act.

Each Vice-President shall be elected for a full term of four years, and shall be eligible for reelection for one additional term.

Article 11**Secretary-General**

The Secretary-General shall have particular responsibility for organization of the non-administrative preparations for International Conferences, Seminars and Colloquia convened by the Comité Maritime International, and to maintain liaison with other international organizations. He shall have such other duties as may be assigned by the Executive Council and the President.

The Secretary-General shall be elected for a term of four years, and shall be eligible for reelection without limitation.

Article 12**Treasurer**

The Treasurer shall be responsible for the funds of the Comité Maritime International, and shall collect and disburse, or authorize disbursement of, funds as directed by the Executive Council.

The Treasurer shall keep the financial accounts, and prepare the balance

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- d) le Trésorier,
- e) l'Administrateur (s'il est une personne physique) et
- f) les Conseillers Exécutifs.

Article 9**Le Président**

Le Président du Comité Maritime International préside l'Assemblée, le Conseil Exécutif et les Conférences Internationales convoquées par le Comité Maritime International. Il est membre de droit de tout comité, de toute commission internationale ou de tout groupe de travail désignés par le Conseil Exécutif.

Avec le concours du Secrétaire Général et de l'Administrateur il met à exécution les décisions de l'Assemblée et du Conseil Exécutif, surveille les travaux des commissions internationales et des groupes de travail, et représente, à l'extérieur, le Comité Maritime International.

D'une manière générale, la mission du Président consiste à assurer la continuité et le développement du travail du Comité Maritime International.

Le Président est élu pour un mandat entier de quatre ans et est rééligible une fois.

Article 10**Les Vice-Présidents**

Le Comité Maritime International comprend deux Vice-Présidents, dont la mission principale est de conseiller le Président et le Conseil Exécutif, et dont d'autres missions leur sont confiées par le Conseil Exécutif.

Le Vice-Président le plus ancien comme membre du Bureau du Comité Maritime International supplée le Président quand celui-ci est absent ou dans l'impossibilité d'exercer sa fonction.

Chacun des Vice-Présidents est élu pour un mandat entier de quatre ans, renouvelable une fois.

Article 11**Le Secrétaire Général**

Le Secrétaire Général a tout spécialement la responsabilité d'organiser les préparatifs, autres qu'administratifs, des Conférences Internationales, séminaires et colloques convoqués par le Comité Maritime International, et de poursuivre la liaison avec d'autres organisations internationales. D'autres missions peuvent lui être confiées par le Conseil Exécutif et le Président.

Le Secrétaire Général est élu pour un mandat de quatre ans, renouvelable sans limitation de durée.

Article 12**Le Trésorier**

Le Trésorier répond des fonds du Comité Maritime International, il encaisse les fonds et en effectue ou en autorise le déboursement conformément aux instructions du Conseil Exécutif.

Le Trésorier établit les comptes financiers, prépare le bilan de l'année civi-

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sheet for the preceding calendar year and the budgets for the current and next succeeding year, and shall present these not later than the 31st of January each year for review by the Executive Council and approval by the Assembly.

The Treasurer shall be elected for a term of four years, and shall be eligible for re-election without limitation.

Article 13

Administrator

The functions of the Administrator are:

- a) To give official notice of all meetings of the Assembly and the Executive Council, of International Conferences, Seminars and Colloquia, and of all meetings of Committees, International Sub Committees and Working Groups;
- b) To circulate the agendas, minutes and reports of such meetings;
- c) To make all necessary administrative arrangements for such meetings;
- d) To carry into effect the administrative decisions of the Assembly and of the Executive Council, and administrative determinations made by the President;
- e) To circulate such reports and/or documents as may be requested by the President, the Secretary General, the Treasurer or the Executive Council;
- f) In general to carry out the day by day business of the secretariat of the Comité Maritime International.

The Administrator may be an individual or a body corporate. If an individual, the Administrator may also serve, if elected to that office, as Treasurer of the Comité Maritime International.

The Administrator, if an individual, shall be elected for a term of four years, and shall be eligible for re-election without limitation. If a body corporate, the Administrator shall be appointed by the Assembly upon the recommendation of the Executive Council, and shall serve until a successor is appointed.

Article 14

Executive Councillors

There shall be eight Executive Councillors of the Comité Maritime International, who shall have the functions described in Article 18.

The Executive Councillors shall be elected upon individual merit, also giving due regard to balanced representation of the legal systems and geographical areas of the world characterized by the Member Associations.

Each Executive Councillor shall be elected for a full term of four years, and shall be eligible for re-election for one additional term.

Article 15

Nominations

A Nominating Committee shall be established for the purpose of nominating individuals for election to any office of the Comité Maritime International.

The Nominating Committee shall consist of:

- a) A chairman, who shall have a casting vote where the votes are otherwise equally divided, and who shall be elected by the Executive Council,

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le écoulée ainsi que les budgets de l'année en cours et de l'année suivante, et soumet ceux-ci, au plus tard le 31 janvier de chaque année, à l'examen du Conseil Exécutif et à l'approbation de l'Assemblée.

Le Trésorier est élu pour un mandat de quatre ans, renouvelable sans limitation de durée.

Article 13**L'Administrateur**

Les fonctions de l'Administrateur consistent à:

- a) envoyer les convocations pour toutes les réunions de l'Assemblée et du Conseil Exécutif, des conférences internationales, séminaires et colloques, ainsi que pour toutes réunions de comités, de commissions internationales et de groupes de travail,
- b) distribuer les ordres du jour, procès-verbaux et rapports de ces réunions,
- c) prendre toutes les dispositions administratives utiles en vue de ces réunions,
- d) mettre à exécution les décisions de nature administrative prises par l'Assemblée et le Conseil Exécutif, et les instructions d'ordre administratif données par le Président,
- e) assurer les distributions de rapports et documents demandées par le Président, le Secrétaire Général, le Trésorier ou le Conseil Exécutif,
- f) d'une manière générale accomplir la charge quotidienne du secrétariat du Comité Maritime International.

L'Administrateur peut être une personne physique ou une personne morale. L'Administrateur personne physique peut également exercer la fonction de Trésorier du Comité Maritime International, s'il est élu à cette fonction.

L'Administrateur personne physique est élu pour un mandat de quatre ans, et est rééligible sans limite. L'Administrateur personne morale est élu par l'Assemblée sur proposition du Conseil Exécutif et reste en fonction jusqu'à l'élection d'un successeur.

Article 14**Les Conseillers Exécutifs**

Le Comité Maritime International compte huit Conseillers Exécutifs, dont les fonctions sont décrites à l'article 18.

Les Conseillers Exécutifs sont élus en fonction de leur mérite personnel, en ayant également égard à une représentation équilibrée des systèmes juridiques et des régions du monde auxquels les Association membres appartiennent.

Chaque Conseiller Exécutif est élu pour un mandat entier de quatre ans, renouvelable une fois.

Article 15**Présentations de candidatures**

Un Comité de Présentation de candidatures est mis en place avec mission de présenter des personnes physiques en vue de leur élection à toute fonction au sein du Comité Maritime International.

Le Comité de Présentation de candidatures se compose de:

- a) un président, qui a voix prépondérante en cas de partage des voix, et qui est élu par le Conseil Exécutif;

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- b) The President and past Presidents,
- c) One member elected by the Vice-Presidents, and
- d) One member elected by the Executive Councillors.

Notwithstanding the foregoing paragraph, no person who is a candidate for office may serve as a member of the Nominating Committee during consideration of nominations to the office for which he is a candidate.

On behalf of the Nominating Committee, the chairman shall first determine whether any officers eligible for re-election are available to serve for an additional term. He shall then solicit the views of the Member Associations concerning candidates for nomination. The Nominating Committee shall then make nominations, taking such views into account.

Following the decisions of the Nominating Committee, the chairman shall forward its nominations to the Administrator in ample time for distribution not less than one-hundred twenty days before the annual meeting of the Assembly at which nominees are to be elected.

Member Associations may make nominations independently of the Nominating Committee, provided such nominations are forwarded to the Administrator before the annual meeting of the Assembly at which nominees are to be elected.

Article 16

Immediate Past President

The Immediate Past President of the Comité Maritime International shall have the option to attend all meetings of the Executive Council with voice but without vote, and at his discretion shall advise the President and the Executive Council.

PART IV - EXECUTIVE COUNCIL

Article 17

Composition

The Executive Council shall consist of:

- a) The President,
- b) The Vice-Presidents,
- c) The Secretary-General,
- d) The Treasurer,
- e) The Administrator (if an individual),
- f) The Executive Councillors, and
- g) The Immediate Past President.

Article 18

Functions

The functions of the Executive Council are:

- a) To receive and review reports concerning contact with:
 - (i) The Member Associations,
 - (ii) The CMI Charitable Trust, and
 - (iii) International organizations;
- b) To review documents and/or studies intended for:

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- b) le Président et les anciens Présidents du C.M.I.;
- c) un membre élu par les Vice-Présidents;
- d) un membre élu par les Conseillers Exécutifs.

Nonobstant les dispositions de l'alinéa qui précède, aucun candidat ne peut siéger au sein du Comité de Présentation pendant la discussion des présentations intéressant la fonction à laquelle il est candidat.

Agissant au nom du Comité de Présentation, son Président détermine tout d'abord s'il y a des membres du bureau qui, étant rééligibles, sont disponibles pour accomplir un nouveau mandat. Il demande ensuite l'avis des Associations membres au sujet des candidats à présenter. Tenant compte de ces avis, le Comité de Présentation fait alors des propositions.

Le président du Comité de Présentation transmet les propositions décidées par celui-ci à l'Administrateur suffisamment à temps pour être diffusées cent-vingt jours au moins avant l'Assemblée annuelle appelée à élire des candidats proposés.

Des Associations membres peuvent, indépendamment du Comité de Présentation, faire des propositions, pourvu que celles-ci soient transmises à l'Administrateur avant l'Assemblée annuelle appelée à élire des candidats présentés.

Article 16**Le Président sortant**

Le Président sortant du Comité Maritime International a la faculté d'assister à toutes les réunions du Conseil Exécutif avec voix consultative mais non délibérative, et peut, s'il le désire, conseiller le Président et le Conseil Exécutif.

4ème PARTIE - CONSEIL EXECUTIF**Article 17****Composition**

Le Conseil Exécutif est composé:

- a) du Président,
- b) des Vice-Présidents,
- c) du Secrétaire Général,
- d) du Trésorier,
- e) de l'Administrateur, s'il est une personne physique,
- f) des Conseillers Exécutifs,
- g) du Président sortant.

Article 18**Fonctions**

Les fonctions du Conseil Exécutif sont:

- a) de recevoir et d'examiner des rapports concernant les relations avec:
 - (i) les Associations membres,
 - (ii) le "CMI Charitable Trust", et
 - (iii) les organisations internationales;
- b) d'examiner les documents et études destinés:

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- (i) The Assembly,
 - (ii) The Member Associations, relating to the work of the Comité Maritime International or otherwise advising them of developments, and
 - (iii) International organizations, informing them of the views of the Comité Maritime International on relevant subjects;
- c) To initiate new work within the object of the Comité Maritime International, to establish Standing Committees, International Sub-Committees and Working Groups to undertake such work, and to supervise them;
 - d) To encourage and facilitate the recruitment of new members of the Comité Maritime International;
 - e) To oversee the finances of the Comité Maritime International;
 - f) To make interim appointments, if necessary, to the offices of Treasurer and Administrator;
 - g.) To review and approve proposals for publications of the Comité Maritime International;
 - h) To set the dates and places of its own meetings and, subject to Article 5, of the meetings of the Assembly, and of Seminars and Colloquia convened by the Comité Maritime International;
 - i) To propose the agenda of meetings of the Assembly and of International Conferences, and to decide its own agenda and those of Seminars and Colloquia convened by the Comité Maritime International;
 - j) To carry into effect the decisions of the Assembly;
 - k) To report to the Assembly on the work done and on the initiatives adopted.

The Executive Council may establish and delegate to its own Committees and Working Groups such portions of its work as it deems suitable. Reports of such Committees and Working Groups shall be submitted to the Executive Council and to no other body.

Article 19

Meetings and Quorum

At any meeting of the Executive Council seven members, including the President or a Vice-President and at least three Executive Councillors, shall constitute a quorum. All decisions shall be taken by a simple majority vote. The President or, in his absence, the senior Vice-President in attendance shall have a casting vote where the votes are otherwise equally divided.

The Executive Council may, however, take decisions when circumstances so require without a meeting having been convened, provided that all its members are consulted and a majority respond affirmatively in writing.

PART V - INTERNATIONAL CONFERENCES

Article 20

Composition and Voting

The Comité Maritime International shall meet in International Conference upon dates and at places approved by the Assembly, for the purpose of discussing and taking decisions upon subjects on an agenda likewise approved by the Assembly.

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- (i) à l'Assemblée,
- (ii) aux Associations membres, concernant le travail du Comité Maritime International, et en les avisant de tout développement utile,
- (iii) aux organisations internationales, pour les informer des vues du Comité Maritime International sur des sujets adéquats;
- c) d'aborder l'étude de nouveaux travaux entrant dans le domaine du Comité Maritime International, de créer à cette fin des comités permanents, des commissions internationales et des groupes de travail et de contrôler leur activité;
- d) d'encourager et de favoriser le recrutement de nouveaux membres du Comité Maritime International;
- e) de contrôler les finances du Comité Maritime International;
- f) en cas de besoin, de pourvoir à titre provisoire à une vacance de la fonction de Trésorier ou d'Administrateur;
- g) d'examiner et d'approuver les propositions de publications du Comité Maritime International;
- h) de fixer les dates et lieux de ses propres réunions et, sous réserve de l'article 5, des réunions de l'Assemblée, ainsi que des séminaires et colloques convoqués par le Comité Maritime International;
- i) de proposer l'ordre du jour des réunions de l'Assemblée et des Conférences Internationales, et de fixer ses propres ordres du jour ainsi que ceux des Séminaires et Colloques convoqués par le Comité Maritime International;
- j) d'exécuter les décisions de l'Assemblée;
- k) de faire rapport à l'Assemblée sur le travail accompli et sur les initiatives adoptées.

Le Conseil Exécutif peut créer ses propres comités et groupes de travail et leur déléguer telles parties de sa tâche qu'il juge convenables. Ces comités et groupes de travail feront rapport au seul Conseil Exécutif.

Article 19**Réunions et quorum**

Lors de toute réunion du Conseil Exécutif, celui-ci ne délibère valablement que si sept de ses membres, comprenant le Président ou un Vice-Président et trois Conseillers Exécutifs au moins, sont présents. Toute décision est prise à la majorité simple des votes émis. En cas de partage des voix, celle du Président ou, en son absence, celle du plus ancien Vice-Président présent, est prépondérante.

Le Conseil Exécutif peut toutefois, lorsque les circonstances l'exigent, prendre des décisions sans qu'une réunion ait été convoquée, pourvu que tous ses membres aient été consultés et qu'une majorité ait répondu affirmativement par écrit.

5ème PARTIE - CONFERENCES INTERNATIONALES**Article 20****Composition et Votes**

Le Comité Maritime International se réunit en Conférence Internationale à des dates et lieux approuvés par l'Assemblée aux fins de délibérer et de se prononcer sur des sujets figurant à un ordre du jour également approuvé par l'Assemblée.

Part I - Organization of the CMI

The International Conference shall be composed of all Members of the Comité Maritime International and such Observers as are approved by the Executive Council.

Each Member Association which has the right to vote may be represented by ten delegates and the Titulary Members who are members of that Association. Each Consultative Member may be represented by three delegates. Each Observer may be represented by one delegate only.

Each Member Association present and entitled to vote shall have one vote in the International Conference; no other members or Officers of the Comité Maritime International shall have the right to vote.

The right to vote cannot be delegated or exercised by proxy.

The resolutions of International Conferences shall be adopted by a simple majority of the Member Associations present, entitled to vote, and voting.

PART VI - FINANCE

Article 21

Arrears of Contributions

Member Associations remaining in arrears of payment of contributions for more than one year from the date of the Treasurer's invoice shall be in default and shall not be entitled to vote until such default is cured.

Members liable to pay contributions who remain in arrears of payment for more than three years from the date of the Treasurer's invoice shall, unless the Executive Council decides otherwise, receive no publications or other rights and benefits of membership until such default is cured.

Contributions received from a Member in default shall be applied to reduce arrears in chronological order, beginning with the earliest year of default.

Article 22

Financial Matters

The Administrator shall receive compensation as determined by the Executive Council.

Members of the Executive Council and Chairmen of Standing Committees, International SubCommittees and Working Groups, when travelling on behalf of the Comité Maritime International, shall be entitled to reimbursement of travelling expenses, as directed by the Executive Council.

The Executive Council may also authorize the reimbursement of other expenses incurred on behalf of the Comité Maritime International.

PART VII - TRANSITIONAL PROVISIONS

Article 23

Entry into Force

This Constitution shall enter into force on the first day of January, a.d. 1993.

Constitution

La Conférence Internationale est composée de tous les membres du Comité Maritime International et d'observateurs dont la présence a été approuvée par le Conseil Exécutif.

Chaque Association membre, ayant le droit de vote, peut se faire représenter par dix délégués et par les membres titulaires, membres de leur Association. Chaque membre consultatif peut se faire représenter par trois délégués. Chaque observateur peut se faire représenter par un délégué seulement.

Chaque Association membre présente et jouissant du droit de vote dispose d'une voix à la Conférence Internationale, à l'exclusion des autres membres et des membres du Bureau du Comité Maritime International.

Le droit de vote ne peut pas être délégué ni exercé par procuration.

Les résolutions des Conférences Internationales sont prises à la majorité simple des Associations membres présentes, jouissant du droit de vote et prenant part au vote.

6ème PARTIE - FINANCES

Article 21

Retards dans le paiement de Cotisations

Les Associations membres qui demeurent en retard de paiement de leurs cotisations pendant plus d'un an depuis la date de la facture du Trésorier sont considérés en défaut et ne jouissent pas du droit de vote jusqu'à ce qu'il ait été remédié au défaut de paiement.

Les membres redevables de cotisations qui demeurent en retard de paiement pendant plus de trois ans depuis la date de la facture du Trésorier ne bénéficient plus, sauf décision contraire du Conseil Exécutif, de l'envoi des publications ni des autres droits et avantages appartenant aux membres, jusqu'à ce qu'il ait été remédié au défaut de paiement.

Les cotisations reçues d'un membre en défaut sont imputées par ordre chronologique, en commençant par l'année la plus ancienne du défaut de paiement.

Article 22

Questions financières

L'Administrateur reçoit une indemnisation fixée par le Conseil Exécutif.

Les membres du Conseil Exécutif et les présidents des comités permanents, des commissions internationales et des groupes de travail ont droit au remboursement des frais des voyages accomplis pour le compte du Comité Maritime International, conformément aux instructions du Conseil Exécutif.

Le Conseil Exécutif peut également autoriser le remboursement d'autres frais exposés pour le compte du Comité Maritime International.

7ème PARTIE - DISPOSITIONS TRANSITOIRES

Article 23

Entrée en vigueur

Les présents statuts entreront en vigueur le 1er janvier 1993.

Part I - Organization of the CMI

Article 24**Election of Officers**

Notwithstanding any of the foregoing provisions of this Constitution, no election of officers shall be held until the terms of office current at the time of entry into force of this Constitution have expired; at which time the following provisions shall govern until, in accordance with Article 25, this Part VII lapses.

- a) Following adoption of this Constitution by the Assembly, the Nominating Committee shall be constituted as provided in Article 15.
- b) For purposes of determining eligibility for office, all persons holding office at the time of entry into force of this Constitution shall at the expiration of their current terms be deemed to have served in their respective offices for one term.
- c) The President, Secretary-General, Treasurer and Administrator shall be elected as provided in Articles 9, 11, 12 and 13.
- d) One Vice-President shall be elected as provided in Article 10 above, and one Vice-President shall be elected for a term of two years. When the two year term expires, the election of Vice-Presidents shall become wholly governed by Article 10.
- e) Two Executive Councillors shall be elected as provided in Article 14; two Executive Councillors shall be elected for terms of three years, two shall be elected for terms of two years, and two shall be elected for terms of one year. When the one year terms expire, two Executive Councillors shall be elected as provided in Article 14. When the two year terms expire, two Executive Councillors shall be elected as provided in Article 14. When the three year terms expire, the election of Executive Councillors shall become wholly governed by Article 14.

Article 25**Lapse of Part VII**

When the election of all Executive Councillors becomes wholly governed by Article 14 of this Constitution, then this Part VII shall lapse and shall be deleted from any future printing of this Constitution.

Constitution

Article 24**Elections des membres du Bureau**

Nonobstant toute disposition précédente des présents statuts, il n'y aura pas d'élection de membres du Bureau avant l'expiration des mandats dans les fonctions en cours au moment de l'entrée en vigueur des présents statuts; à ce moment, les dispositions suivantes s'appliqueront jusqu'à ce que, conformément à l'article 25, la présente 7ème Partie devienne caduque.

- a) Après adoption des présents statuts par l'Assemblée, le Comité de Présentation de candidatures sera constitué conformément à l'Article 15.
- b) Pour la détermination des conditions d'éligibilité, toute personne titulaire d'une fonction au moment de l'entrée en vigueur des présents statuts sera, à l'expiration de son mandat en cours, réputée avoir accompli un mandat dans cette fonction.
- c) Le Président, le Secrétaire Général, le Trésorier et l'Administrateur seront élus conformément aux Articles 9, 11, 12 et 13.
- d) Un Vice-Président sera élu conformément à l'Article 10 ci-dessus, et un VicePrésident sera élu pour un mandat de deux ans. A l'expiration de ce mandat de deux ans, l'élection des Vice-Présidents deviendra entièrement conforme à l'Article 10.
- e) Deux Conseillers Exécutifs seront élus conformément à l'Article 14; deux Conseillers Exécutifs seront élus pour un mandat de trois ans, deux seront élus pour un mandat de deux ans, et deux seront élus pour un mandat d'un an. A l'expiration de ces mandats d'un an, deux Conseillers Exécutifs seront élus conformément à l'Article 14. A l'expiration des mandats de deux ans, deux Conseillers Exécutifs seront élus conformément à l'Article 14. A l'expiration des mandats de trois ans, l'élection des Conseillers Exécutifs deviendra entièrement conforme à l'Article 14.

Article 25**Caducité de la 7ème Partie**

Lorsque l'élection de tous les Conscillers Exécutifs sera devenue entièrement conforme à l'article 14, la présente 7ème Partie deviendra caduque et sera supprimée dans toute publication ultérieure des présents Statuts.

RULES OF PROCEDURE*

Rule 1

Right of Presence

In the Assembly, only Members of the CMI as defined in Article 3 of the Constitution, members of the Executive Council as provided in Article 4 and Observers invited pursuant to Article 4 may be present as of right.

At International Conferences, only Members of the CMI as defined in Article 3 of the Constitution (including non-delegate members of national Member Associations), Officers of the CMI as defined in Article 8 and Observers invited pursuant to Article 20 may be present as of right.

Observers may, however, be excluded during consideration of certain items of the agenda if the President so determines.

All other persons must seek the leave of the President in order to attend any part of the proceedings.

Rule 2

Right of Voice

Only Members of the CMI as defined in Article 3 of the Constitution and members of the Executive Council speak as of right; all others must seek the leave of the President before speaking. In the case of a Member Association, only a listed delegate may speak for that Member; with the leave of the President such delegate may yield the floor to another member of that Member Association for the purpose of addressing a particular and specified matter.

Rule 3

Points of Order

During the debate of any proposal or motion any Member or Officer of the CMI having the right of voice under Rule 2 may rise to a point of order and the point of order shall immediately be ruled upon

* Approved by the CMI Assembly held on 13th April 1996.

Rules of Procedure

by the President. No one rising to a point of order shall speak on the substance of the matter under discussion.

All rulings of the President on matters of procedure shall be final unless immediately appealed and overruled by motion duly made, seconded and carried.

Rule 4

Voting

For the purpose of application of Article 6 of the Constitution, the phrase "Member Associations present, entitled to vote, and voting" shall mean Member Associations whose right to vote has not been suspended pursuant to Articles 7 or 21, whose voting delegate is present at the time the vote is taken, and whose delegate casts an affirmative or negative vote. Member Associations abstaining from voting or casting an invalid vote shall be considered as not voting.

Voting shall normally be by show of hands. However, the President may order or any Member Association present and entitled to vote may request a roll-call vote, which shall be taken in the alphabetical order of the names of the Member Associations as listed in the current CMI *Yearbook*.

If a vote is equally divided, the proposal or motion shall be deemed rejected.

Notwithstanding the foregoing, all contested elections of Officers shall be decided by a secret written ballot in each category. Four ballots shall be taken if necessary. If the vote is equally divided on the fourth ballot the election shall be decided by drawing lots.

If no nominations for an office are made in addition to the proposal of the Nominating Committee pursuant to Article 15, then the candidate(s) so proposed may be declared by the President to be elected to that office by acclamation.

Rule 5

Amendments to Proposals

An amendment shall be voted upon before the proposal to which it relates is put to the vote, and if the amendment is carried the proposal shall then be voted upon in its amended form.

If two or more amendments are moved to a proposal, the first vote shall be taken on the amendment furthest removed in substance from the original proposal and then on the amendment next furthest removed therefrom and so on until all amendments have been put to the vote.

Part I - Organization of the CMI

Rule 6

Secretary and Minutes

The Secretary-General or, in his absence, an Officer of the CMI appointed by the President, shall act as secretary and shall take note of the proceedings and prepare the minutes of the meeting. Minutes of the Assembly shall be published in the two official languages of the CMI, English and French, either in the *CMI News Letter* or otherwise distributed in writing to the Member Associations.

Rule 7

Amendment of these Rules

Amendment to these Rules of Procedure may be adopted by the Assembly. Proposed amendments must be in writing and circulated to all Member Associations not less than 60 days before the annual meeting of the Assembly at which the proposed amendments will be considered.

Rule 8

Application and Prevailing Authority

These Rules shall apply not only to meetings of the Assembly and International Conferences, but shall also constitute, *mutatis mutandis*, the Rules of Procedure for meetings of the Executive Council, International Sub-Committees, or any other group convened by the CMI.

In the event of an apparent conflict between any of these Rules and any provision of the Constitution, the Constitutional provision shall prevail in accordance with Article 7(h). Any amendment to the Constitution having an effect upon the matters covered by these Rules shall be deemed as necessary to have amended these Rules *mutatis mutandis*, pending formal amendment of the Rules of Procedure in accordance with Rule 7.

Headquarters and Officers

HEADQUARTERS OF THE CMI

C/O BARON LEO DELWAIDE
Markgravestraat 9
2000 Antwerp
BELGIUM

TEL: (3) 227.3526 - FAX: (3) 227.3528
TLX: 31653 VOET B
E-MAIL: admini@cmi.imc.org

**MEMBERS OF THE EXECUTIVE COUNCIL
MEMBRES DU CONSEIL EXÉCUTIF**

President - Président: **Patrick J.S. GRIGGS** (1997)
Knollys House, 11, Byward Street, London
EC3R 5EN, England.
Tel.: (171) 623.2011 - Tlx: 8955043 Ince G - Fax: (171) 623.3225
E-mail: Patrick.Griggs@ince.co.uk

Past President: **Allan PHILIP** (1997)
Président honoraire: Vognmagergade 7, DK-1120 Copenhagen, Denmark.
Tel.: (33) 13.11.12 - Fax: (33) 32.80.45
E-mail: lawoffice@philip.dk

Vice-Presidents: **Hisashi TANIKAWA** (1994)
Vice-Présidents: Tanakayama Bldg., 7F, 4-1-20 Toranomom Minato-ku
Tokyo 195-0001, Japan.
Tel.: (3) 3434.7701 - Fax: (3) 3434.7703

Frank L. WISWALL, Jr. (1997)
P.O.Box 201, Castine, Maine 04421-0201, U.S.A.
Tel.: (207) 326.9460 - Fax: (207) 326.9178
E-mail: fwiswall@acadia.net

Secretary General: **Alexander von ZIEGLER** (1996)
Secrétaire Général: Postfach 6333, Löwenstrasse 19, CH-8023
Zürich, Suisse.
Tel.: (1) 215.5252 - Fax: (1) 215.5200
E-mail: alexander.vonziegler@shlex.ch

Administrator: **Leo DELWAIDE** (1994)
Administrateur: Markgravestraat 9, B-2000 Antwerpen 1, Belgique.
Tel.: (3) 231.5676 - Fax: (3) 225.0130

Part I - Organization of the CMI

*Treasurer:***Paul GOEMANS** (1997)*Trésorier:*

Nationalestraat 5 bus 30, B-2000 Antwerpen 1, Belgique.

Tel.: (3) 232.1851 - Fax: (3) 233.5963

E-mail: goemans.mirdikian@skynet.be

*Members:***David ANGUS** (1994)*Membres:*

1155 René-Lévesque Blvd. West, Suite 3700,

Montreal, Quebec H3B 3V2, Canada.

Tel.: (514) 397.3127 - Fax: (514) 397.3222 - Tlx: 05.267316

Luis COVA ARRIA (1994)

Multicentro Empresarial del Este, Torre Libertador,

Nucleo B, Ofic. 151-B, Avenida Libertador,

Chacao, Caracas 1060, Venezuela.

Tel.: (2) 265.9555 (Master) 265.1092 - Fax: (2) 264.0305

E-mail: luiscovaa@etheron.net.

Karl-Johan GOMBRII (1994)

Nordisk Skibsrøderforening, Kristinelundveien 22

P.O.Box 3033, Elisenberg N-0207 Oslo, Norway.

Tel.: (22) 135.600 - Tlx: 76825 north n - Fax: (22) 430.035

E-mail post@nordisk skibsrøderforening.no

Eric JAPIKSE (1995)

Postbus 1110, 3000 B.C. Rotterdam, Nederland.

Tel.: (10) 224.0251 - Fax: (10) 224.0014

Thomas M. REME (1997)

Ballindamm 26, 20095 Hamburg, Deutschland.

Tel.: (40) 322.565 - Fax: (40) 327.569

Jean-Serge ROHART (1994)

15, Place du Général Catroux, F-75017 Paris, France.

Tel.: (1) 46.22.51.73 - Fax: (1) 47.66.06.37

Ron SALTER (1994)

120 Collins Street,

Melbourne, Victoria 3000, Australia

Tel.: (3) 274.5000 - Fax: (3) 274.5111

E-mail: salterr@melb.phillipsfax.com.au

Panayiotis SOTIROPOULOS (1996)

Lykavittou 4, 106 71 Athens, Greece.

Tel.: (1) 363.0017/360.4676 - Fax: (1) 364.6674

E-mail: law-sotiropoulos@ath.forthnet.gr

Headquarters and Officers

PRESIDENT AD HONOREM**Francesco BERLINGIERI**

10 Via Roma, 16121 Genova, Italia.
Tel.: (010) 586.441 - Fax: (010) 594.805 / 589.674
E-mail: dirmar@tn.village.it

HONORARY VICE-PRESIDENTS**Eugenio CORNEJO FULLER**

Prat 827, Piso 12, Casilla 75, Valparaiso, Chile
Fax: (32) 252.622.

Nicholas J. HEALY

29 Broadway, New York, N.Y. 10006 U.S.A.
Tel.: (212) 943.3980 - Fax: (212) 425.0131

Anatolj KOLODKIN

6, B Koptievsky pr. 125319, Moscow
Tel.: (95) 151.7588 - Fax: (95) 152.0916 - Telex 411197 MMF SU

J. Niall MCGOVERN

P.O.Box 4460, Law Library Building, 158/9 Church Street
Dublin 7, Ireland.
Tel.: (1) 804.5070 - Fax: (1) 804.5164

Walter MÜLLER

Aeusserer Stammerau 10, CH-8500 Frauenfeld, Suisse.
Tel.: (52) 720.3394

Tsuneo OHTORI

6-2-9-503 Hongo, Bunkyo-ku, Tokyo 113, Japan.

Jan RAMBERG

Vretvägen 13, S-183 63 Täby, Sweden
Tel.: (8) 756.6225/756.5458 - Fax: (8) 756.2460

José D. RAY

25 de Mayo 489, 5th fl., 1339 Buenos Aires, Argentina.
Tel.: (11) 4311.3011/4313.6620/6617 - Fax: (11) 4313.7765
E-mail: jdray@movi.com.ar.

William TETLEY

McGill University, 3644 Peel Street, Montreal, Quebec H3A 1W9, Canada
Tel.: (514) 398.6619 (Office)/(514) 733.8049 (home) - Fax: (514) 398.4659

MEMBER ASSOCIATIONS

ASSOCIATIONS MEMBRES

ARGENTINA

ASOCIACION ARGENTINA DE DERECHO MARITIMO

(Argentine Maritime Law Association)

c/o Dr. José Domingo Ray, 25 de Mayo 489, 5th Floor,
1339 Buenos Aires. - Tel.: (11) 4311.3011/4313.6620/6617 - Fax: (11) 4313.7765
E-mail: jdray@movi.com.ar

Established: 1905

Officers:

President: Dr. José Domingo RAY, 25 de Mayo 489, 5th Floor, 1339 Buenos Aires. Tel.: (11) 4311.3011/4313.6620/6617 - Fax: (11) 4313.7765 - E-mail: jdray@movi.com.ar.

Vice-Presidents:

Dr. Alberto C. CAPPAGLI, Leandro N. Alem 928, 1001 Buenos Aires. Tel.: (1) 310.0100 - Fax: (1) 310.0200.

Dr. M. Domingo LOPEZ SAAVEDRA, Corrientes 1145, 5th Floor, 1043 Buenos Aires. Tel.: (1) 325.5868/8407 - Fax: (1) 325.9702 - E-mail: lopez-saavedra@AIUARG01.

Secretary: Dr. Carlos R. LESMI, Lavalle 421 - 1st Floor, 1047 Buenos Aires. Tel.: (1) 393.5889.

Pro-Secretary: Dr. Jorge RADOVICH, Florida 622 - 1st Floor, 1005 Buenos Aires. Tel.: (1) 394.9484 - Fax: (1) 394.8773.

Treasurer: Sr. Francisco WEIL, c/o Ascoli & Weil, J.D. Perón 328, 4th Floor, 1038 Buenos Aires. Tel.: (1) 342.0081/3 - Fax: (1) 332.7150.

Pro-Treasurer: Dr. Abraham AUSTERLIC, Lavalle 1362, 4th Floor, 1048 Buenos Aires. Tel. (1) 372.1469.

Members: Sr. Jorge CONSTENLA, Sr. Ferruccio DEL BENE, Dr. Carlos LEVI, Dr. Marcial J. MENDIZABAL, Dr. Alfredo MOHORADE, Dr. Diego E. CHAMI.

Honorary Vice-President: Dr. Alberto N. DODERO.

Titulary Members:

Jorge BENGOLEA ZAPATA, Dr. Alberto C. CAPPAGLI, Dr. F. ROMERO CARRANZA, Dr. Domingo Martín LOPEZ SAAVEDRA, Dr. Marcial J. MENDIZABAL, Dr. Alfredo MOHORADE, Dr. José D. RAY, Dra. H.S. TALAVERA, Francisco WEIL.

Member Associations

AUSTRALIA AND NEW ZEALAND

THE MARITIME LAW ASSOCIATION OF AUSTRALIA AND NEW ZEALAND

Mr. Tom Broadmore

C/PO Box 168

Wellington, New Zealand

Tel.: 64-4-499.6639 - Fax: 64-4-499.2323

E-mail: tom.broadmore@waterfront.org.nz

Established: 1974

Officers:

President: Tom BROADMORE, C/PO Box 168, Wellington, New Zealand. Tel. 64-4-499.6639 - Fax: 64-4-499-2323 - E-mail: tom.broadmore@waterfront.org.nz.

Vice-Presidents:

Ms Anthe PHILIPPIDES, Barrister at Law, Level 15, MLC Centre, 239 George Street, Brisbane Qld 4000, Australia. Fax: 613.7.3210.0254.

Jogn GRESSON, Simpson Grierson, Private Bag 92518, Wellesley Street, Auckland, New Zealand. Fax: 64.9.307.0331.

Immediate Past-President: Ian MAITLAND, Finlaysons, 81 Flinders Street, Adelaide SA 5000, Australia. Fax: 618.8.232.2944.

Treasurer: Drew JAMES, Norton Smith & Co., Level 8, 1 Macquarie Place, Sydney 2000, Australia. Fax: 612.9930.7600.

Assistant Secretary: Professor Martin DAVIES, Faculty of Law, The University of Melbourne, Parkville Vic 3052, Australia. Fax: 613.9347.9129.

Titulary Members:

The Honourable Justice K.J. CARRUTHERS, I. MACKAY, Ronald J. SALTER, P.G. WILLIS.

Membership:

635.

BELGIUM

ASSOCIATION BELGE DE DROIT MARITIME BELGISCHE VERENIGING VOOR ZEERECHT

(Belgian Maritime Law Association)

c/o Henry Voet-Genicot, Mr. Henri Voet Jr.,

Mechelsesteenweg 203 bus 6, 2018 Antwerpen

Tel.: (3) 218.7464 - Fax: (3) 218.6721

Established: 1896

Officers:

President: Wim FRANSEN, Everdijstraat 43, 2000 Antwerpen, Belgium. Tel.: (3) 203.4500 - Fax: (3) 203.4501.

Part I - Organization of the CMI

Vice-Presidents:

Herman LANGE, Schermerastraat 30, 2000 Antwerpen, Belgium. Tel.: (3) 203.4310 - Fax: (3) 203.4318.

Christian DIERYCK, Korte Lozanastraat 20/26, 2018 Antwerpen, Belgium. Tel.: (3) 238.7850 - Fax: (3) 237.9899.

Jan THEUNIS, Graanmarkt 2, 2000 Antwerpen, Belgium. Tel. (3) 203.6262 - Fax: (3) 203.6234.

Treasurer: Leo DELWAIDE, Markgravestraat 9, B-2000 Antwerpen. Tel.: (3) 3231.5676 - Fax: (3) 225.0130.

Secretary: Henri VOET Jr., Mechelsesteenweg 203 bus 2-6, 2018 Antwerpen, Belgium. Tel. (3) 218.7464 - Fax: (3) 218.6721.

Members of the General Council:

Henri BOSMANS, Emmanuel COENS, Jean-Pierre DE COOMAN, Luc KEYZER, Frans PONET, Stéphane ROLAND, Ingrid VAN CLEMEN, Guy van DOOSSELAERE, Philippe VAN HAVRE, Jean-Pierre VANHOOF, Luc WIJFFELS.

Titulary Members:

Claude BUISSERET, Jean COENS, Leo DELWAIDE, Geoffrey FLETCHER, Wim FRANSEN, Paul GOEMANS, Etienne GUTT, Marc A. HUYBRECHTS, Tony KEGELS, Herman LANGE, Jacques LIBOUTON, Roger ROLAND, Lionel TRICOT, Jozef VAN DEN HEUVEL, Philippe VAN HAVRE, Henri F.VOET, Henri VOET Jr.

BRAZIL**ASSOCIAÇÃO BRASILEIRA DE DIREITO MARÍTIMO**

(Brazilian Maritime Committee of International Maritime Law)

Rua Mexico, 111 suite 501 - Centro

Rio de Janeiro - RJ. 20031-145 - Brasil Tel.: (21) 220.5488

Established: 1924

Officers:

President: Artur Raimundo CARBONE, Rua Mexico 111, Suite 501-Centro, Rio de Janeiro, RJ, CEP 20031-45. Tel.: (21) 220.5488.

Vice-Presidents:

Professor Theôphilo DE AZEREDO SANTOS, Av. Atlantica, 2016/5º andar, Rio de Janeiro, RJ, CEP 22.021-001. Tel.: (21) 203.2188/255.2134.

Professor Celso D. ALBUQUERQUE MELLO, Rua Rodolfo Dantas, 40/1002, Rio de Janeiro, RJ, CEP 22.020.040. Tel.: (21) 542.2854.

Luis Carlos DE ARAUJO SALVIANO, Judge of Brazilian Maritime Court, Rua Conde de Bonfim, 496/502, Rio de Janeiro, RJ, CEP 20.520-054. Tel.: (21) 253.6324/208.6226.

Mariene FERREIRA MENDES FERRARI, Diretoria de Portos e Costas, Rua Primeiro de Março, 118/16º andar, Rio de Janeiro, RJ, CEP 20.010-000. Tel.: (21) 216.5411.

Secretary General: Ricardo Francisco BOKELMANN

Titulary Members:

Pedro CALMON FILHO, Maria Cristina DE OLIVEIRA PADILHA, Walter de SA LEITÃO, Jorge Augusto DE VASCONCELLOS, Stenio DUGUET COELHO, Rucemah Leonardo GOMES PEREIRA, Artur R. CARBONE.

Member Associations

Membership:

Physical Members: 180; Official Entities as Life Members: 22; Juridical Entity Members: 16; Correspondent Members: 15.

CANADA

CANADIAN MARITIME LAW ASSOCIATION
ASSOCIATION CANADIENNE DE DROIT MARITIME

c/o John A. Cantello, Osborn & Lange Inc.

3448 Stanley Street, Montreal, Quebec H3A 1R8

Tel.: (514) 849.4161 - Fax: (514) 849.4167

E-mail: cmla@istar.ca - Website: <http://home.istar.ca/cmla>

Established: 1951

Officers:

President: A. Barry OLAND, Barrister & Solicitor, P.O.Box 11547, 2020 Vancouver Centre, 650 West Georgia Street, Vancouver, B.C. V6B 4N7. Tel. (604) 683.9621 - Fax: (604) 669.4556 - E-mail: shiplaw@aboland.com.

Immediate Past-President: Nigel H. FRAWLEY, Box 11, 200 King Street West, Toronto, Ontario M5H 3T4. Tel.: (416) 340.6008 - Fax: (416) 977.5239 - E-mail: nfrawley@meighen.com.

Secretary and Treasurer: John A. CANTELLO, Osborn & Lange Inc., 3448 Stanley Street, Montreal, Quebec H3A 1R8. Tel.: (514) 849.4161 - Fax: (514) 849.4167.

Vice-President West: Peter G. BERNARD, Campney & Murphy, P.O.Box 48800, 2100-1111 West Georgia St., Vancouver, B.C. V7X 1K9. Tel.: (604) 688.8022 - Fax: (604) 688.0829 - E-mail: cmlaw@campney murphy.com.

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Vice-President Quebec: Peter J. CULLEN, Stikeman, Elliott, 1155 René Lévesque Blvd. W. Suite 3700, Montreal, Quebec H3B 3V2. Tel.: (514) 397.3135 - Fax: (514) 397.3222 - E-mail: pcullen@stikeman.qc.ca.

Vice-President East: James E. GOULD, Q.C., McInnes Cooper & Robertson, Cornwallis Place, P.O. Box 730, 1601 Lower Water St., Halifax, N.S. B3J 2V1. Tel.: (902) 425.6500 - Fax: (902) 425.6386 - E-mail: mcrhfx@mcrlaw.com.

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Michael J. BIRD, Owen Bird, P.O.Box 49130, 595 Burrard Street, 28th Floor, Vancouver, B.C. V7X 1J5. Tel.: (604) 688.0401 - Fax: (604) 482.5321 - E-mail: mbird@owenbird.com.

Jeremy BOLGER, McMaster Meighen, 1000 de la Gauchetière Street West, Suite 900, Montreal, Quebec H3B 4W5. Tel.: (514) 878.1212 - Fax: (514) 878.0605 - E-mail: pbolger@mcmastermeighen.com.

Victor DE MARCO, Brisset Bishop, 1080 Cote du Beaver Hall, Suite 1400, Montreal, Quebec H2Z 1S8. Tel.: (514) 393.3700 - Fax: (514) 393.1211.

Part I - Organization of the CMI

Rui M. FERNANDES, Fernandes Hearn Theall, 335 Bay Street, Suite 601, Toronto, Ontario, M5H 2R2. Tel.: (416) 203.9505 - Fax: (416) 293.9444 - E-mail: rui@fernandeshearn.com.

Jean GREGOIRE, Langlois Robert, Barristers & Solicitors, 801 Chemin Saint-Louis, Suite 160, Quebec City, Quebec G1S 1C1. Tel.: (418) 682.1212 - Fax: (418) 682.2272.

John L. JOY, White Ottenheimer & Baker, P.O. Box 5457, Baine Johnston Centre, 10 Fort William Place, St. John's, Nfld. A1C 5W4. Tel.: (709) 570.7301 - Fax: (709) 722.9210 - E-mail: wob@newcomm.net.

William A. MOREIRA, Q.C., Daley, Black & Moreira, P.O.Box 355, 1791 Barrington St., Halifax, N.S. B3J 2N7. Tel.: (902) 423.7211 - Fax: (902) 420.1744 - E-mail: dbmlaw@fax.nstn.ca.

John D. MURPHY, Q.C., Stewart McKelvey Stirling Scales, Barristers & Solicitors, P.O. Box 997, Purdy's Wharf, Tower 1, 1959 Upper Water Str., Halifax, Nova Scotia B3J 2X2. Tel.: (902) 420.3200 - Fax: (902) 420.1417 - E-mail: JOM@email.smss.com.

James THOMSON, Paterson, MacDougall, Barristers & Solicitors, Box 100, 1 Queen Street East, Toronto, Ontario M5C 2W5. Tel.: (416) 366.9607 - Fax: (416) 366.3743.

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The Company of Master Mariners of Canada, c/o National Secretary, 59 North Dunlevy Avenue, Vancouver, B.C., V6A 3R1. Tel.: (604) 288.6155 - Fax: (604) 288.4532 - Telex: 055-81186.

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The Shipping Federation of Canada, c/o Georges ROBICHON, Fednav Limited, 1000 rue de la Gauchetière West, Suite 3500, Montreal, Quebec H3B 4W5. Tel.: (514) 878.6608 - Fax: (514) 878.6687.

The Canadian Marine Response Management Corp., c/o Paul POULIOT, Director Finance, Suite 1201, 275 Slater St., Ottawa, Ontario K1P 5H9. Tel.: (613) 230.7369 - Fax: (613) 230.7344.

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Total Membership including Honoraries & Constituent: 339.

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(Chilean Association of Maritime Law)

Prat 827, Piso 12, Casilla 75, Valparaiso

Tel.: (32) 252535 - Tlx: 230398 SANTA CL - Fax: (32) 252622

*Established: 1965***Officers:**

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Vice-President: Alfonso ANSIETA NUNEZ, Prat 827, Piso 12, Casilla 75, Valparaiso - Fax: (32) 252.622.

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Tel.: (2) 633.2589/633.8590/632.6223 - Fax: (2) 6382.614 - E-mail: acgabogados@entelchile.net.

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don Alfonso ANSIETA NUNEZ, don Eugenio CORNEJO FULLER, don José Tomas GUZMAN SALCEDO.

CHINA**CHINA MARITIME LAW ASSOCIATION**

6/F Golden Land Building,

No. 32, Liang Ma Qiao Road,

Chaoyang District, BEIJING 100016, CHINA

Tel.: (10) 6464.6688 Ext: 6133/4 - Fax: (10) 6464.3500

E-mail: CIETAC@PUBLIC.BTA.NET.CN

*Established: 1988***Officers:**

President: Xiyue SUN, President of the People's Insurance Company of China, 69, Donghayan, Xuanwu District, Beijing, 100052, China. Tel.: (10) 6303.5017 - fax (10) 6303.5017.

Vice-Presidents:

Yushan CUI, Vice-Chairman of the China Council for the Promotion of International Trade, CCPIT Bldg., 1 Fuxingmenwai Street, Beijing, 100860 China. Tel.: (10) 6801.3344 - Fax: (10) 6801.1370.

Xizhong SHEN, Vice-President, The People's Insurance Company of China, 69, Donghayan, Xuanwu District, Beijing, 100052, China. Tel.: (10) 6303.5017 - fax (10) 6303.5017.

Part I - Organization of the CMI

- Bin YANG, Vice-President of the China Ocean Shipping (Group) Company, Lucky Tower, 3 Dong San Huan Bei Road, Beijing, 100034, China. Tel.: (10) 6466.1188/5819 - Fax: (10) 6467.0676.
- Jianwei ZHANG, Vice-President of the China National Foreign Trade Transportation Corporation, Jinyun Tower, 43 Jia, Xizhimenwai Street, Beijing, 100044, China. Tel.: (10) 6229.5999 - Fax: (10) 6229.5998.
- Guomin FU, Deputy Director of Department of Restructuring Economic System & Legislation, Ministry of Communications of the P.R.C., 11 Jianguomennei Dajie, Beijing, 100736, China. Tel.: (10) 6529.2661 - Fax: (10) 6529.2201.
- Zengjie ZHU, Councilor of the China Ocean Shipping (Group) Company, Lucky Tower, 3 Dong San Huan Bei Road, Beijing, 100034, China. Tel.: (10) 6466.5887 - Fax: (10) 6467.0676.
- Sunlai GAO, Councilor of the China Council for the Promotion of International Trade, China Global Law Office, 3 West Road, Maizidian, Chaoyang District, Beijing, 100016, China. Tel.: (10) 6467.1703 - Fax: (10) 6467.2012.
- Yuzhuo SI, President of Dalian Maritime University, Dalian 116024, China. Tel.: (411) 467.1271 - Fax: (411) 467.1395.
- Dongnian YIN, Professor of International Shipping Department, Shanghai Maritime University, 1550, Pudong Dadao, 200135, China. Tel.: (21) 5885.4689 - Fax: (21) 5860.2264.
- Secretary General:* Yuefang ZHU, Deputy Director of Legal Department of the China Council for the Promotion of International Trade, 6/F, Golden Land Building, 32, Liang Ma Qiao Road, Beijing, 100016, China. Tel.: (10) 6464.6688 - Fax: (10) 6464.3500.
- Deputy Secretaries General:*
- Yuquan LI, Division Chief of Law Affairs Division of the People's Insurance Company of China (Group), 69, Dongheyan, Xuanwu District, Beijing, 100052, China. Tel.: (10) 6303.5017 - Fax: (10) 6363.5017.
- Tianwen YU, Deputy Division Chief of Law Affairs of the China Ocean Shipping (Group) Company, Lucky Tower, 3, Dong San Huan Bei Road, Beijing, 100034, China. Tel.: (10) 6466.5956 - Fax: (10) 6467.0676.
- Yuntao YANG, Division Chief of Legal Department of the China National Foreign Trade Transportation Corporation, Jinyun Tower, 43 Jia, Xizhimenwai Street, Beijing, 100044, China. Tel.: (10) 6229.5999 - Fax: (10) 6229.5998.
- Liming LI, Division Chief of Legal Department of the China Council for the Promotion of International Trade, 6/F, Golden Land Building, No. 32, Liang Ma Qiao Road, Beijing, 100016, China. Tel.: (10) 6464.6688 - Fax: (10) 6464.3500.
- Zhenying CHEN, Legal Department of the China Council for the Promotion of International Trade, 6/F, Golden Land Building, No. 32, Liang Ma Qiao Road, Beijing, 100016-China. Tel.: (10) 6464.6688 - Fax: (10) 6464.3500.
- Guomei TANG, Division Chief of Department of Foreign Affairs, Ministry of Communications of the P.R.C., 11, Jianguomennei Dajie, Beijing, 100736 China. Tel.: (10) 6529.2213 - Fax: (10) 6529.2201.
- Shumei WANG, Communication & Transportation Court, Supreme People's Court of the P.R.C., 27, Dong Jiao Min Xiang, Beijing, 100745, China. Tel.: (10) 6529.9303 - Fax: (10) 6529.9303.
- Treasurer:* Yuntao YANG, Division Chief of the Legal Department of the China National Foreign Trade Transportation Corporation, Jinyun Tower, 43 Jia, Xizhimenwai Street, Beijing, 100044, China. Tel.: (10) 6229.5999 - Fax: (10) 6229.5998.

Membership:

Group members: 166 - Individual members: 2300

Member Associations

COLOMBIA

ASOCIACION COLOMBIANA DE DERECHO Y
ESTUDIOS MARITIMOS
"ACOLDEMAR"

Calle 85 Nr. 11-53

P.O. Box 253499

Bogotá, Colombia, South America

Tel.: (1) 226.9489/(1) 617.1090 - Fax: (1) 226.9379

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ASOCIACION INSTITUTO DE DERECHO MARITIMO DE
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(Maritime Law Association of Costa Rica)

P.O. Box 784, 1000 San José, Costa Rica

Tel.: (506) 234.6710 - Fax: (506) 234.1126

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(Croatian Maritime Law Association)

c/o Prof.Dr.Velimir Filipović, President, Pomorski fakultet,

Studentska 2, 51000 RIJEKA

Tel.: (51) 338.411 - Fax: (51) 336.755 - E-mail: vio@pfri.hr

*Established: 1991***Officers:**

President: Prof. Dr. Velimir FILIPOVIĆ, Professor of Maritime and Transport Law at the University of Zagreb. Trg. Maršala Tita 14, 10000 Zagreb. Tel.: (1) 485.5848 - Fax: (1) 456.4030.

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(Danish Branch of Comité Maritime International)

c/o Gorrisen Federspiel Kierkegaard

12 H.C. Andersens Boulevard DK-1553 Copenhagen V, Denmark

Tel.: (33) 41.41.41 - Fax: (33) 41.41.33 - E-mail: gfk@gfklaw.dk

*Established: 1899***Officers:**

President: Jan ERLUND, c/o Gorrisen Federspiel Kierkegaard, H.C. Andersens Boulevard 12, 1553 Kobenhavn V. Tel.: (33) 41.41.41 - Fax.: (33) 41.41.33 - E-mail: gfk@gfklaw.dk.

Titulary Members:

Jorgen BREDHOLT, Jan ERLUND, Bernhard GOMARD, Flemming IPSEN, Th. IVERSEN, Axel KAUFMANN, Alex LAUDRUP, Hans LEVY, Christian LUND, Jes Anker MIKKELSEN, Bent NIELSEN, Allan PHILIP, Knud PONTOPPIDAN, Uffe Lind RASMUSSEN, Henrik THAL JANTZEN, Soren THORSEN, Anders ULRIK, Michael VILLADSEN.

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557 Arzobispo Portes Street, Torre Montty, 3rd Floor,

Ciudad Nueva, Santo Domingo, Dominican Republic

Tel.: (851) 685.8988/682.2967 - Fax: (851) 688.1687

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(Ecuadorian Association of Maritime Studies and Law)

Velez 513, 6th and 7th Floors, Acropolis Bldg.,

P.O. Box 3548, Guayaquil, Ecuador

Tel.: (4) 320.713/320.714 - Fax: (4) 322.751/329.611

Established: 1993

Officers:

President: Ab. José M. APOLO, Velez 513, Piso 6° y 7°, Guayaquil, Ecuador, P.O. Box 3548. Tel.: (4) 320.713/320.714 - Fax: (4) 322.751/329.611.

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Dr. Manuel RODRIGUEZ, Av. Colon 1370 y Foch Ed. Salazar Gomez Mezzanine, (Dir. Gen. Int. Maritimos) As. Juridico. Tel.: (2) 508.904/563.076

Dr. Publio FARFAN, Elizalde 101 y Malecon (Asesoria Juridica Digmer). Tel.: 324.254.

Capt. Pablo BURGOS C., (Primera Zona Naval). Tel.: 341.238/345.317.

Vocales Suplentes:

Ab. Victor H. VELEZ C., Capitanía del puerto de Guayaquil. Tel.: 445.552/445.699.

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332, Salah Salem Str. (Sherif Passage)

P.O.Box 1506

Alexandria, Egypt.

Tel.: (3) 482.8681 - Fax: (3) 482.1900

Established: 1979

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President: Dr. Eng. Ahmed M. EFFAT, former Minister of Maritime Transport, 10 Abbani Str. Zezinia, Alexandria. Tel.: (3) 587.3750.

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Ex Admiral Galal F. Abdel WAHAB, President of Ship Services & Eng. Co., 5 Crabi Str., Alexandria. Tel.: (3) 482.1173.

Dr. Ahmed Abdel Monsif MAHMOUD, International Affairs Adviser at the Arab Maritime Academy, Alexandria. Tel.: (3) 586.0030.

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Ex Admiral Reda ZL. GOMAA, Advocate, 42 Abdel Latif El Soufani Str. Sidey Jaber, Alexandria. Tel.: (3) 848.2263.

Ex Admiral Mugib M. HILAL, Manager of the Societies Services Center in the Arab Maritime Academy, 32 Salah Salem Str., Alexandria. Tel.: (3) 482.8681.

Dr. Hesham A. SAADEK, Prof. of International Private Law, Alexandria University.

Mr. Saaïd M. SALEM, Accountant, 18 Talaat Harb Str., Alexandria. Tel.: (3) 483.2409.

Mr. Mohamed Megahed MAHMOUD, 71 Port Said Str., Alexandria. Tel.: (3) 597.1648.

Ex Admiral Farouk M. MALASH, Lecturer in the Arab Maritime Academy, Alexandria. Tel.: (3) 861.497.

Ex Admiral Mohamed M. FAHMEY, 10 A Mohamed Faried, Boulkily, Alexandria. Tel.: (3) 865.099.

Mr. Samir M. ABO ELKOAL, Legal Consultant at Alexandria Port Authority. Tel.: (3) 491.9327.

FINLAND

SUOMEN MERIOIKEUSYHDISTYS FINLANDS SJÖRÄTTSFÖRENING

(Finnish Maritime Law Association)

Abo Akademi University, Department of Law,

Gezeliugatan 2, FIN-20500 Åbo, Finland

Tel.: (2) 215.4692 - Fax: (2) 215.4699

Established: 1939

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Membership:

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FRANCE

ASSOCIATION FRANCAISE DU DROIT MARITIME

(French Maritime Law Association)

47, rue de Monceau - 75008 Paris

Correspondence to be addressed to Philippe BOISSON

Conseiller Juridique, Bureau Veritas,

17 bis Place des Reflets - 92077 Paris La Défense Cedex

Tel.: (1) 42.91.52.91 - Fax: (1) 42.91.54.47

E-mail: 101643.664@Compuserve.com

Established: 1897

Officers:

Président: M. Jean-Serge ROHART, Avocat à la Cour de Paris, SCP Villeneau Rohart Simon & Associés, 15 Place du Général Catroux, 75017 Paris. Tel.: (1) 46.22.51.73 - Fax: (1) 47.54.90.78.

Présidents Honoraires:

Monsieur Pierre BONASSIES, Professeur à la Faculté de Droit et de Science Politique d'Aix Marseille, Chemin des Portails, 13510 Eguilles. Tel.: (4) 42.92.51.21 - Fax: (4) 42.92.68.92.

Monsieur Claude BOQUIN, Administrateur, S.A. Louis Dreyfus & Cie., 87 Avenue de la Grande Armée, 75782 Paris Cedex 16. Tel.: (1) 40.66.11.11 - Fax: (1) 45.01.70.28.

Monsieur Pierre LATRON, AFSAT, 20 Rue Vivienne, 75082 Paris Cedex 02. Tel.: (1) 42.96.12.13 - Fax: (1) 42.96.34.59.

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M. Antoine VIALARD, Professeur à la Faculté de Droit de Bordeaux IV, Avenue Léon Duguit, 33604 Pessac. Tel.: (5) 56.80.51.09 - Fax: (5) 56.37.00.25.

M. Claude FOUCHARD, Direction Affaires Juridiques et Assurances USINOR/SACILOR, Immeuble Ile-de-France, Cedex 33, 92070 Paris La Défense. Tel.: (1) 41.25.55.71 - Fax: (1) 45.25.58.22.

Member Associations

Sécretaire General: M. Philippe BOISSON, Conseiller Juridique Bureau Veritas, 17 bis Place des Reflets, 92077 Paris La Défense Cedex. Tel.: (1) 42.91.52.71 - Fax: (1) 42.91.54.47 - E-mail: 101643.664@Compuserve.com.

Secrétaires Généraux Adjointes:

M. Yves TASSEL, Professeur à l'Université de Nantes, 7, Rue Docteur-Heurteaux, 44000 Nantes. Tel. (2) 40.15.20.97 - Fax: (2) 40.29.19.21 - E-mail: Y.TASSEL@humana.univ.nantes.fr.

M. Patrice REMBAUVILLE-NICOLLE, Avocat à la Cour, Rembauville Nicolle Bureau & Ass., 161 Boulevard Haussmann, 75008 Paris. Tel.: (1) 45.63.63.36 - Fax: (1) 45.61.49.41.

Conseiller: Mme Françoise ODIER, Chef du Service Juridique, Comité Central des Armateurs de France, 47 rue de Monceau, 75008 Paris. Tel. (1) 53.89.52.52 - Fax: (1) 53.89.52.53.

Trésorier: M. Pierre DARDELET, SATA-MINFOS et STIM d'ORDIBGNV - Administrateur Vice-Président C.A.M.P., 6 rue d'Aumale, 75009 Paris. Tel.: (1) 45.26.32.31 - Fax: (1) 42.81.43.16.

Members of the Comité de Direction

M. Jacques BONNAUD, Docteur en Droit, Avocat au Barreau, 28 Boulevard Paul Peytral, 13006 Marseille. Tel.: (4) 91.33.38.29.

M. Antoine CAUBERT, Courtier d'Assurances, Cabinet Besse, 46bis rue des Hauts Pavés, 44000 Nantes. Tel.: (2) 40.41.49.00.

M. Louis CHAVANAC, 4 rue Marie Davy, 75014 Paris.

M. Jean-François CHEVREAU, Secrétaire Général, CESAM, Bourse Maritime-Place Lainé, 33075 Bordeaux Cedex. Tel.: (5) 56.52.16.87 - Fax: (5) 56.44.67.85.

M. Guy FAGES, Juriste à la Direction Juridique, Société Nationale Elf-Aquitaine, Tour Elf - Cedex 45, 92078 Paris La Défense. Tel.: (1) 47.44.56.58 - Fax: (1) 47.44.30.40.

M. Georges FIGUIERE, Capitaine au Long Cours - Expert Maritime, Résidence Michelet Concorde, 4484 boulevard Michelet, 13009 Marseille. Tel.: (4) 91.29.32.32 - Fax (4) 91.40.30.32.

M. Philippe GODIN, Avocat à la Cour, Godin et Associes, 69 rue de Richelieu, 75002 Paris. Tel.: (1) 44.55.38.83 - Fax: (1) 42.60.30.10.

M. Luc GRELLET, Avocat à la Cour, Bouloy-Grellet & Associes, 44, Avenue d'Iéna, 75116 Paris. Tel.: (1) 53.67.84.84 - Fax: (1) 47.20.49.70.

Jean-François LEVY, Secrétariat d'Etat à la Mer, 12, Boulevard Raspail, 75015 Paris.

M. Didier LE PRADO, Avocat au Conseil d'Etat et à la Cour de Cassation, 32 avenue Charles Floquet, 75087 Paris.

M. Pierre RAYMOND, Secrétaire Général, Chambre Arbitrale Maritime de Paris, 47 rue de Monceau, 75008 Paris. Tel.: (1) 45.62.11.88 - Fax: (1) 45.63.00.17.

Mme Marie Noëlle RAYNAUD, Membre de la Direction Juridique et Assurances de la C.G.M., 92, quai Gallieni, 92158 Suresnes Cedex.

Mme Martine REMOND-GOUILLOU, Professeur de Droit, 19, rue Charles V, 75004 Paris. Tel.: (1) 42.77.69.30 - Fax: (1) 42.77.55.44.

M. Pierre-Marie RIVOALEN, c/o Vallourec Industries, 130 rue de Silly, 92100 Boulogne Billancourt.

M. Pierre TARDIVEL, Direction Juridique SAMAP/AMAF, 5, rue des Colonnes, 75002 Paris.

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DEUTSCHER VEREIN FÜR INTERNATIONALES SEERECHT

(German Maritime Law Association)

Esplanade 6, 20354 Hamburg

Tel.: (40) 350.97255 - (40) 350.97240 - Tlx: 211407 - Fax: (40) 350.97211

Established: 1898

Officers:

President: Dr. Hans-Christian ALBRECHT, Hasche & Eschenlohr, Valentinskamp 88, 20355 Hamburg.

Vice-President: Dr. Thomas M. REME', Röhreke, Boye, Remé & v. Werder, Ballindamm 26, 20095 Hamburg.

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Prof. Dr. Rolf HERBER, Director for Institut für Seerecht und Seehandelsrecht der Universität Hamburg, Ahlers & Vogel, Schaartor 1, D-20459 Hamburg. Tel.: (40) 3785.880 - Fax: (40) 3785.8888.

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Herbert JUNIEL, Attorney-at-Law, Deutsche Seereederei GmbH, Seehafen 1, 18125 Rostock. Tel.: (381) 4580 - Fax: (381) 458.4001.

Dr. Bernd KRÖGER, Managing Director of Verband Deutscher Reeder, Esplanade 6, 20354 Hamburg.

Prof. Dr. Ralf RICHTER, Attorney-at-law, Eggerstrasse 3, 18059 Rostock.

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Membership:

320.

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GREEK MARITIME LAW ASSOCIATION

(Association Hellenique de Droit Maritime)

Dr. A. Antapassis, Akti Poseidonos 10, 185 31 Piraeus

Tel.: (1) 422.5181 - Fax: (1) 422.3449 - Tlx: 211171 ALAN GR

Established: 1911

Officers:

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Panayotis MAVROYIANNIS, Advocate, 96 Hiroon Polytechniou, 185 36 Piraeus. Tel.: (1) 451.0249/451.0562/413.3862 - Tlx: 212410 LEXM GR - Fax: (1) 453.5921.

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Nicolaos SKORINIS, Advocate, Hiroon Polytechniou 67, 185 36 Piraeus. Tel.: (1) 452.5848-9/452.5855 - Fax: (1) 418.1822.

Panayotis SOTIROPOULOS, Advocate, Lykavittou 4, 106 71 Athens. Tel.: (1) 363.0017/360.4676 - Fax: (1) 364.6674 - E-mail: law-sotiropoulos@ath.forthnet.Gr

Titulary Members:

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GULF

GULF MARITIME LAW ASSOCIATION

c/o Kurtha & Co.

Attn. Dr. Aziz Kurtha

Seventeenth Floor (1707) - City Tower 2 - P.O.Box 1178

Shiekh Zayed Road, Dubai

Tel.: (971) 4-326277 - Fax: (971) 4-326076

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THE MARITIME LAW ASSOCIATION OF HONG KONG

c/o Ince & Co. Solicitors and Notary Public
26th Floor, Asia Pacific Finance Tower,
Citibank Plaza, 3 Garden Road, Hong Kong
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(Heradsdomur Sudurlands)

Austurvegi 4

IS-800 Selfoss, Iceland

Fax: (1) 354.482.2443

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Jl. Yusuf Adiwinata 33 A,

Jakarta 10310, Indonesia

Tel.: (21) 390.9737 - Fax: (21) 390.5772

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Chief Dept. for Law of the Sea: Mrs. Erika SIANIPAR, S.H., Secretariat of PT. Pelni, c/o PT. Pelni, Jl. Gajah Mada no.14. 2nd Floor, Jakarta, Indonesia. Tel.: (21) 385.0723.

Vice: Mrs. Soesi SUKMANA, S.H., PT. Pelni, c/o PT. Pelni, Jl. Gajah Mada no.14, 2nd floor, Jakarta, Indonesia. Tel.: (21) 385.4173.

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Chief of Dept. Information Law Service: Mrs. Azhar AZIS, S.H., Legal Bureau Bulog, c/o Bulog, Jl. Gatot Subroto, Jakarta. Indonesia. Tel.: (21) 525..2209. - Home: Kpm. Cipinang Indah Blok L no. 34, Jakarta Timur. Tel.: (21) 819.0538.

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Public Relation Service: Mrs. Neneng SALMIAH, S.H., Notary, c/o Notaris Neneng Salmiah Jl. Suryo no. 6 Kebayoran Baru, Jakarta, Indonesia. Tel.: (21) 739.6811/722.1042. - Home: Jl. MPR III Dalam no. 5 Cilandak, Jakarta 12430, Indonesia.

General Assistance: Z. FARNAIN, S.H., Attorney at law, c/o Chandra Motik Yusuf Djemat & Ass., Jl. Yusuf Adiwinata no. 33, Jakarta 10350, Indonesia. Tel.: (21) 390.9737 - Fax: (21) 390.5772.

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IRELAND**IRISH MARITIME LAW ASSOCIATION**

G. J. Moloney & Co.

c/o Mr. Bill Holohan, Secretary

Hambledon House, 19-26 Lower Pembroke Street, Dublin 2, Ireland

Tel.: (1) 678.5199 - Fax: (1) 678.5146 - E-mail: Bholohan@gjmoloney.ie

*Established: 1963***Officers:**

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Vice-President: Eamonn MAGEE, Insurance Corporation of Ireland PLC, Burlington House, Burlington Road, Dublin 4. Tel.: (1) 702.3223 - Fax: (1) 6605245.

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Hon. Treasurer: Paul GILL, Dillon Eustace Solicitors, Grand Canal House, 1 Upper Grand Canal Street, Dublin 4. Tel.: (1) 667.0022 - Fax: (1) 667.0042.

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(Israel Maritime Law Association)

c/o P. G. Naschitz,

Naschitz, Brandes & Co.,

5 Tuval Steet, Tel-Aviv 67897

Tel.: (3) 623.5000 - Fax: (3) 623.5005 - E-mail: pnaschitz@nblaw.com

*Established: 1968***Officers:**

President: P. G. NASCHITZ, Naschitz, Brandes & Co., 5 Tuval Street, Tel-Aviv 67897. Tel.: (3) 623.5000 - Fax: (3) 623.5005 - E-mail: pnaschitz@nblaw.com.

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Membership:

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ITALY

ASSOCIAZIONE ITALIANA DI DIRITTO MARITTIMO

(Italian Association of Maritime Law)

Via Roma 10 - 16121 Genova

Tel.: (010) 586.441 - Fax: (010) 594.805 / 589.674 - E-mail: dirmar@village.it

Established: 1899

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President: Francesco BERLINGIERI, O.B.E., President ad honorem of CMI, Former Professor at the University of Genoa, Via Roma 10, 16121 Genova.

Vice-Presidents:

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Giuseppe PERASSO, c/o Confederazione Italiana Armatori, Piazza SS. Apostoli 66, 00187 Roma.

Secretary General: Giorgia M. BOI, Professor at the University of Genoa, Via Roma 10, 16121 Genova.

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Bruno CASTALDO, Via A. Depretis 114, 80133 Napoli.

Wanda D'ALESSIO, Via Mezzocannone 95, 80134 Napoli.

Sergio LA CHINA, Via Roma 5, 16121 Genova.

Marcello MARESCA, Via Bacigalupo 4/13, 16122 Genova.

Luciano OCCHETTI, Via XX Settembre 36, 16121 Genova.

Camilla PASANISI DAGNA, Via del Casaletto 483, 00151 Roma.

Emilio PASANISI, Via del Casaletto 483, 00151 Roma.

Sergio TURCI, Via Ceccardi 4/30, 16121 Genova.

Elda TURCO BULGHERINI, Viale G. Rossini 9, 00198 Roma.

Enzo VOLLI, Via San Nicolò 30, 34100 Trieste.

Stefano ZUNARELLI, Via Barberia 10, 40123 Bologna.

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Nicola BALESTRA, Francesco BERLINGIERI, Giorgio BERLINGIERI, Giorgia M. BOI, Franco BONELLI, Sergio M. CARBONE, Sergio LA CHINA, Antonio LEFEBVRE D'OVIDIO, Emilio PASANISI, Camilla PASANISI DAGNA, Francesco SICCARDI, Sergio TURCI, Enzo VOLLI.

Part I - Organization of the CMI

JAPAN**THE JAPANESE MARITIME LAW ASSOCIATION**

9th Fl. Kaiun Bldg., 2-6-4, Hirakawa-cho, Chiyoda-ku, Tokyo
Tel.: (3) 3265.0770 - Fax: (3) 3265.0873 - E-mail: yamasita@j.u-tokyo.ac.jp

Established: 1901

Officers:

President: Tsuneo OHTORI, Professor Emeritus at the University of Tokyo, 6-2-9-503, Hongo, Bunkyo-ku, Tokyo 113, Japan.

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Shizuo KONDO, Former President of Mitsui O.S.K. Lines Ltd., c/o M.O.L., 2-1-1 Toranomon Minato-ku, Tokyo.

Hisashi TANIKAWA, Professor at Seikei University, Tanakayama Bldg., 7F, 4-1-20 Toranomon Minato-ku, Tokyo 105-0001.

Seiichi OCHIAI, Professor at the University of Tokyo, 6-5-2-302 Nishi-shinjyuku, Shinjyuku-ku, Tokyo.

Kenjiro EGASHIRA, Professor of Law at the University of Tokyo, 25-17, Sengencho 3-chome, Higashi-Kurume, Tokyo.

Secretary General: Tomonobu YAMASHITA, Professor of Law at the University of Tokyo, 3-32-2-401 Akatsuka-shinmachi, Itabashi-ku, Tokyo.

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KOREA**KOREA MARITIME LAW ASSOCIATION**

Boseung Bldg., Room no. 1002, Ulchiro 2-ga, Chung-gu,
SEOUL 100-192, KOREA
Tel.: (2) 754.9655 - Fax: (2) 752.9582

Established: 1978

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Individual members: 135.

D.P.R. OF KOREA

CHOSON MARITIME LAW ASSOCIATION

Maritime Building 1st Floor, Central District, Pyongyang, D.P.R. of Korea
 Tel.: (2) 18111 (381-8059) - Fax: (2) 3814567 - Tlx: 37024 KP

Established: 1989

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Individual members: 135.

Part I - Organization of the CMI

MALAYSIA**MALAYSIAN MARITIME LAW ASSOCIATION**

20th Floor, Arab-Malaysian Building,
55 Jalan Raja Chulan
50200 Kuala Lumpur, Malaysia
Tel.: (3) 201.1788 [25 lines] - Fax: (3) 201.1778/9
E-mail: shooklin@tm.net.my

Established: 1993

Officers:

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c/o Fenech & Fenech Advocates
198, Old Bakery Street, Valletta VLT 09, Malta
Tel.: (356) 241.232 - Fax: (356) 221.893

Established: 1994

Officers:

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- Dr. Ann FENECH, Fenech & Fenech, 198 Old Bakery Street, Valletta, Malta. Tel.: (356) 241.232 - Fax: (356) 221.893.
- Dr. Simon MICALLEF STAFRACE - Micallef-Stafrace Advocates, 11A Strait Street, Valletta, Malta. Tel.: (356) 223.142/248.034 - Fax: (356) 240502.
- Dr. Malcolm MIFSUD, Fenech & Fenech, 198 Old Bakery Street, Valletta, Malta. Tel.: (356) 241.232 - Fax: (356) 221.893.

MAURITANIE

ASSOCIATION MAURITANIEENNE DU DROIT MARITIME

Avenue C.A. Nasser, P.O.B. 40034

Nouakchott, Mauritanie

Tel.: (2) 52891 - Fax: (2) 54859

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MEXICO**ASOCIACION MEXICANA DE DERECHO MARITIMO, A.C.**

(Mexican Maritime Law Association)

Rio Marne no. 23, Coi. Cuauhtemoc, C.P. Mexico 06500, Mexico D.F.

Tel.: (5) 705.4561/705.4311 - Fax: (5) 520.7165 - E-mail: i.melo@spin.com.mx

*Established: 1961***Officers:***President:* Dr. Ignacio L. MELO Jr., General-Director of Asociacion Nacional de Agentes Navieros, A.C.*Vice-President:* Lic. Eduardo SOLARES Jr.*Secretary:* Miss Alexandra PRESSLER.*Treasurer:* Lic. Ernesto PEREZ REA.**Titulary Members:**

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(Moroccan Association of Maritime Law)

53, Rue Allal Ben Abdellah, 1er Etage, Casablanca 20000, Morocco

All correspondence to be addressed to the Secretariat:

BP 8037 Oasis, Casablanca 20103, Morocco

Tel.: (2) 258.892 - Fax: (2) 990.701

*Established: 1955***Officers:***President:* Farid HATIMY, BP 8037 Oasis, Casablanca 20103, Morocco. Tel.: (2) 258.892
- Fax: (2) 990.701.*Vice-Presidents:*

Mrs. Malika EL-OTMANI - Tel.: (2) 254.371/232.324

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Hida YAMMAD - Tel.: (2) 307.897/307.746

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Abderrafih BENTAHILA- Tel.: (2) 316.412/316.597.

Tijani KHARBACHI - Tel.: (2) 317.851/257.249.

Jean-Paul LECHARTIER - Tel.: (2) 309.906/307.285.

Abdelaziz MANTRACH - Tel.: (2) 309.455.

Titulary Members:

Mohammed MARGAOUI.

NETHERLANDS

NEDERLANDSE VERENIGING VOOR ZEE- EN
VERVOERSRECHT

(Netherlands Maritime and Transport Law Association)

Prinsengracht 668, 1017 KW Amsterdam

Tel.: (20) 626.0761 - Fax: (20) 620.5143

Established: 1905

Officers:

President: Prof. R. E. JAPIKSE, p/a Nauta Dutilh, Postbus 1110, 3000 BC Rotterdam. Tel.: (10) 224.0000 - Fax: (10) 224.0014 - E-mail: brauwv@nautadutilh.nl.

Vice-President: Prof. G.J. VAN DER ZIEL, Professor of Transportation Law at Erasmus University Rotterdam, c/o Doomstraat 23, 3151 VA Hoek van Holland, Netherlands. Tel.: (174) 384.997 - Fax (174) 387.146 - E-mail: vanderziel@frg.eur.nl.

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J.H. KOOTSTRA, Stichting Vervoeradres, P.O.Box 82118, 2508 EC's Gravenhage. Tel.: (70) 351.0707 - Fax: (70) 351.2005.

L. KRUIDENIER, Schiedamsdijk 77a, 3011 EM Rotterdam. Tel.: (10) 413.2435 - Fax: (10) 412.7549.

H.J. LEMS, p/a Hannover International Insurance (Nederland), P.O.Box 925, 3000 AX Rotterdam. Tel.: (10) 403.6100 - Fax: (10) 403.6279.

J.A. MOOLENBURGH, Unilever B.V., P.O.Box 760, 3000 DK Rotterdam. Tel.: (10) 217.4204. - Fax: (10) 217.4207.

Part I - Organization of the CMI

W.J.G. OOSTERVEEN, Ministerie van Justitie, Stafafd. Wetgeving Privaatrecht, Postbus 20301, 2500 EH's-Gravenhage. Tel.: (70) 370.7050 - Fax: (70) 370.7932.

H.M.J. PEEREN, postbus 26094, 3002 EB Rotterdam. Tel.: (10) 425.7087 - Fax: (10) 476.6190.

H.A. REUMKENS, Ministerie van Verkeer en Waterstaat (DGSM), P.O. Box 5817, 2280 HV Rijswijk. Tel.: (70) 395.5728 - Fax: (70) 399.6274.

T. TAMMES, Koninklijke Vereniging van Nederlandse Reders, Postbus 2442, 3000 CK Rotterdam.

A.N. VAN ZELM VAN ELDIK, Statenlaan 29, 3051 HK Rotterdam. Tel.: (10) 422.5755.

P.P. VREEDE, Alexander Gogelweg 37, 2517 JE 's-Gravenhage.

Prof. B. WACHTER, Nieuwe Gracht 88, 3512 LW Utrecht.

Individual members: 210

NIGERIA

NIGERIAN MARITIME LAW ASSOCIATION

National Branch of the Comité Maritime International

Chief Judge's Chambers

Federal High Court,

24, Oyinkan Abayomi Drive, Private Mail Bag 12670, Ikoyi, Lagos, Nigeria

Established: 1980

Officers:

President: M.B. BELGORE, Chief Judge, Federal High Court, 24, Oyinkan Abayomi Drive, Lagos.

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(Norwegian Maritime Law Association)

Mr. Karl-Johan GOMBRII

Nordisk Skibsrederforening

Kristinelundveien 22, P.O.Box 3033 Elisenberg

N-0207 Oslo, Norway

Tel.: (22) 135.600 - Fax: (22) 430.035

E-mail post@nordisk-skibsrederforening.no

Established: 1899

Officers:

President: Karl-Johan GOMBRII, Nordisk Skibsrederforening, P.O.Box 3033 Elisenberg, N-0207 Oslo, Norway. Tel.: (22) 135.600 - Fax: (22) 430.035 - E-mail post@nordisk-skibsrederforening.no.

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Hans Jacob BULL, Universitetet, Karl Johansgate 47, N-0162 Oslo. Tel.: (22) 859.751 - Fax: (22) 859.750.

Stephen KNUDTZON, Thommessen, Krefthing, Greve, Lund, P.O.Box 1484 Vika, 0116 Oslo. Tel.: (23) 111.111 - Fax: (23) 111.010.

Havar POULSSON, Assuranceforeningen Skuld, P.O.Box 1376 Vika, 0114 Oslo. Tel.: (22) 002.200 - Fax: (22) 424.222.

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Gunnar VEFLING, Borgating lagmannsrett, P.O.Box 8017 Dep. N-0030 Oslo. Tel.: (22) 035.200 - Fax (22) 035.584.

Trine-Lise WILHELMSEN, Det. jur. Fakultet, Universitetet, Karl Johans gt. 47, 0162-Oslo. *Deputies:*

Emil GAMBORG, Wilh. Wilhelmsen Ltd. ASA, P.O.Box 33, 1324 Lysaker. Tel.: (67) 584.000 - Fax: (67) 584.230.

Nicholas HAMBRO, Nordisk Skibsrederforening, P.O.Box 3033 Elisenberg, N-0207 Oslo. Tel.: (22) 554.720 - Fax: (22) 430.035.

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PAKISTAN

PAKISTAN MARITIME LAW ASSOCIATION

c/o Khursheed Khan & Associates
 305 Amber Estate, Shahrah-e-Faisal
 Karachi 75350 - Pakistan

Tel.: (21) 453.3665/453.3669 - Fax: (21) 454-9272/453.6109
 E-mail: attorney@super.net.pk - Cable: MARITIME

Established: 1998

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President: Zulfikar Ahmad KHAN, c/o Khursheed Khan & Associates, 305 Amber Estate, Shahrah-e-Faisal, Karachi 75350, Pakistan. Tel.: (21) 453.3665/453.3669 - Fax: (21) 454-9272/453.6109 - E-mail: attorney@super.net.pk.

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ASOCIACION PANAMENA DE DERECHO MARITIMO

(Panamanian Maritime Law Association)

Dr. Teodoro Franco
 P.O. Box 55-1423

Paitilla, Republic of Panama
 Tel.: (507) 263.8555 Fax: (507) 263.8051

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(Peruvian Maritime Law Association)

Calle Chacarilla No. 485, San Isidro, Lima 27 - Peru

Tel.: (1) 224.101/422.7593 - Fax: (1) 440.1246/422.7593

E-mail: murday@telematic.edu.pe

Established: 1977

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MARITIME LAW ASSOCIATION OF THE PHILIPPINES (MARLAW)

Del Rosario & Del Rosario Law Offices
Mr. Ruben T. Del Rosario
5th Floor, Exchange Corner Building
107 Herrera cor. Esteban Street
Legaspi Village, Makati 1229, Metro Manila, Philippines
Tel.: (2) 810.1797 - Fax: (2) 817.1740/810.3632
E-mail: delros@skynet.net

Established: 1981

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Executive Vice-President: Diosdado Z. RELOJ, Jr. Reloj Law Office, 9th Fl., Ermita Center Bldg., Roxas Boulevard, Manila, Philippines. Tel.: (2) 505.196/521.6922 - Fax: (2) 521.0606.

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POLSKIE STOWARZYSZENIE PRAWA MORSKIEGO

Z siedziba w Gdansk
(Polish Maritime Law Association, Gdansk)
Maritime Institute, Gdansk
c/o Morskie Biuro Prawne, 10 Lutego 24, 81-364 GDYNIA
Tel.: (58) 278.408 - Fax: (58) 278.590

Established: 1934

Officers:

President: Michal RZESZEWICZ, LL.M. Head of Legal Department, c/o Morskie Biuro Prawne, 10 Lutego 24, 81-364 Gdynia. Tel.: (58) 278.408 - Fax (58) 278.590.

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MINISTERIO DA DEFESA NACIONAL MARINHA COMISSÃO DE DIREITO MARITIMO INTERNACIONAL

(Committee of International Maritime Law)

Praça do Comercio, 1188 Lisboa Codex

Fax: (1) 342.4137

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RUSSIAN FEDERATION**ASSOCIATION OF INTERNATIONAL MARITIME LAW
OF THE COMMONWEALTH
OF INDEPENDENT STATES (C.I.S.)**

6 B. Koptievsky pr., 125319 Moscow

Tel.: (95) 151.7588/151.2391/151.0312 - Tlx: 411197 MMFSU - Fax: (95) 152.0916

*Established: 1968***Officers:**

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Dr. Peter D. BARABOLYA, Chairman of the International Committee "Peace to the Oceans", Moscow.

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S.N. LEBEDEV, Chairman of the Maritime Arbitration Commission, Russian Federation, Moscow.

Mr. Stanislav G. POKROVSKY, Director-General, Private Law Firm "Yurinflot", Moscow.

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Member Associations

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(Senegalese Maritime Law Association)

Head Office: 31, Rue Amadou Assane Ndoeye, Dakar 73

Secretariate: Port Autonome de Dakar,

B.P. 3195 Dakar, Senegal

Tel.: (221) 823.67 - Fax: (221) 825.4025

Established: 1983

Officers:

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1st Vice-President: Serigne Thiam DIOP

2nd Vice-President: Aboubacar FALL, 30 Rue du Pré Saint Gervais, 93500 Pantin, France.

Tel.: (1) 4171.0682 - Fax: (1) 4171.0376 - E-mail: amaduapd@club-internet.fr.

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2nd Assistant Secretary: Oumar NDIAYE

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SINGAPORE**THE MARITIME LAW ASSOCIATION OF SINGAPORE**

20 Maxwell Road, 04-01G Maxwell House, SINGAPORE 069113

Tel.: (65) 223.4747 - Fax: (65) 223.505

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(Slovene Maritime Law Association)

c/o University of Ljubljana, Faculty of Maritime Studies and Transport

Pot pomorščakov 4, SI 6320 Portoroz, Slovenija

Tel.: (66) 477.100/477.232 - Fax: (66) 477.130 - E-mail: dpprs@fpp.uni-lj.si

*Established: 1993***Officers:***Chairman:* Dr. Marko PAVLIHA, Home: Ul. bratov Ucar 118, 1000 Ljubljana, Slovenia.

Tel.: (61) 579.243 - Office: Reinsurance Company Sava Limited, Dunajska 56, 1000 Ljubljana, Slovenia. Tel. (61) 1750.200 - Fax: (61) 1750.264 - E-mail: dpprs@fpp.uni-lj.si.

Deputy Chairman: Mag. Andrej PIRŠ. Tel. (66) 477.100 - Fax (66) 477.130.*Members of the Executive Board:* Mrs Seli Mohoric PERŠOLJA, Mr. Zlatan COK.*Secretary:* Mr. Patrick VLACIC, Pot pomorščakov 4, SI 6320 Portoroz. Tel (66) 772.690 - Fax: (66) 477.130.*Treasurer:* Mr. Tomaz Martin JAMNIK.**SOUTH AFRICA****THE MARITIME LAW ASSOCIATION
OF THE REPUBLIC OF SOUTH AFRICA**

Mr. J. SWART

c/o Shepstone & Wylie

P O Box 7452, Roggebaai 8012, South Africa

Tel.: (21) 419.6495 - Fax: (21) 408.6545 - E-mail: hunkm@safmarine.co.za

*Established: 1993***Officers:***President:* Prof. J. E. HARE, Shipping Law Unit, Faculty of Law, University of Cape Town, Private Bag Rondebosch 7700. Tel.: (21) 650.2676 - Fax: (21) 761.4953 - E-mail: jehare@law.uct.ac.za.*Vice President:* Mr. M. POSEMANN, P.O. Box 1538, Durban 4000. Tel.: (31) 304.3773 - Fax: (31) 304.3799 - E-mail: mail@adamsadams.co.za.*Secretary & Treasurer:* Mr. J. SWART, c/o Shepstone & Wylie, P.O.Box 7452, Roggebaai 8012. Tel.: (21) 419.6495 - Fax: (21) 408.6545 - E-mail: hunkm@safmarine.co.za.

Member Associations

Executive Committee:

- Mr. R. ADELBERT, 31 Carlisle Street, Paarden Eiland 7405. Tel.: (21) 507.5777 - Fax: (21) 507.5885 - E-mail: roger@mgkt.co.za.
- Mr. D. DICKINSON, P.O. Box 3483, Durban 4000. Tel.: (31) 302.7911/7160 - Fax: (31) 304.8692/2527 - E-mail: akirk@unicorn.co.za.
- Mr. S.M.S. DWYER, P.O. Box 205, Durban 4000. Tel.: (31) 302.0480 - Fax: (31) 304.2862 - E-mail: sw.dwyer@wylie.co.za.
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- Mr. B.R. GREENHALGH, P.O. Box 2010, Durban 4000. Tel.: (31) 301.8361/306.1194 - Fax: (31) 305.1732 - E-mail: dreitz.dl@solo.pipex.co.za.
- Mr. A. J. L. NORTON, P.O. Box 223, Durban 4000. Tel.: (31) 305.7595 - Fax: (31) 304.2784 - E-mail: g&binc@iafrica.com.
- Professor H. STANILAND, Institute of Maritime Law, University of Natal, Private Bag X10, Dalbridge 4014. Tel.: (31) 260.2556/2994 - Fax: (31) 260.1456 - E-mail: stanilan@law.und.ac.za.

SPAIN

ASOCIACION ESPANOLA DE DERECHO MARITIMO

Miguel Angel 16, 5º, 28010 Madrid, Spain
Tel.: (91) 308.3095 - Fax: (91) 310.3516

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State Bank Buildings, P.O.Box 346

Colombo 1, Sri Lanka

Tel.: (1) 36107, 26664 and 584098 - Tlx: 21789 - Fax: (1) 549574

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The Swedish Maritime Law Association)

P.O. Box 3299, S-103 66 Stockholm

Sveavägen 31, S-11134 Stockholm

Tel.: (8) 237.950 - Fax: (8) 218.021

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Lars BOMAN, Advocate, Advokatfirman Morssing & Nycander, Box 3299, S-10366 Stockholm. Tel.: (8) 237.950 - Fax: (8) 218.021.

Jan SANDSTROM, Professor of Law at the University of Göteborg and Average Adjuster, Göteborgs Universitet, Viktoriagatan 13, S-41125 Göteborg. Tel.: (31) 711.4432 - Fax. (31) 711.5148.

Bengt HOLTZBERG, Director, Walleniusrederierna, P.O.Box 17086, S-10462 Stockholm. Tel.: (8) 772.0659 - Fax. (8) 640.6854.

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SCHWEIZERISCHE VEREINIGUNG FÜR SEERECHT

(Swiss Association of Maritime Law)

c/o Stephan CUENI, Wenger Plattner

55, Aeschenvorstadt, CH-4010 Basel

Tel.: (61) 279.7000 - Fax: (61) 279.7001 - E-mail: alexander.vonziegler@shlex.ch

Established: 1952

Officers:

President: Dr. Alexander von ZIEGLER, Postfach 6333, Löwenstrasse 19, CH-8023 Zürich. Tel.: (1) 215.5275 - Fax: (1) 221.5200 - E-mail: alexander.vonziegler@shlex.ch.

Secretary: Stephan CUENI, lic. jur., 55, Aeschenvorstadt, CH-4010 Basel. Tel.: (61) 279.7000 - Fax: (61) 279.7001.

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(Maritime Law Association of Turkey)
 İstiklâl Caddesi Korsan Çıkmazi Saadet Apt.
 Kat. 2 D. 3-4, Beyoğlu, İstanbul
 Tel.: (212) 249.8162 - Fax: (212) 293.3514

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Av. Sadik ERIS, Chief Legal Advisor of General Manager of Turkish Coastal Safety and Salvage Organization. Tel.: (212) 292.5272 - Fax: (212) 292.5277.

Doç. Dr. Samim ÜNAN, I.U. Law Faculty, Main Section of Maritime Law, Beyazıt/İstanbul. Tel.: (212) 514.0301 - Fax: (212) 512.4135.

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Av. Semuh GÜNÜR, İstiklal Cad. Korsan Çıkmazi, Akdeniz (Saadet) Apt. K:2 D:3/4, 80050 Beyoğlu/İstanbul. Tel.: (212) 249.8162 - Fax: (212) 293.3514.

Av. Dr. Özhan GÜRKAN, Yesilkir Sok. Yogurtçubasi Apt. No. 15/14, Selamiçesme/Kadıköy/İstanbul. Tel.: (216) 350.1957.

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BRITISH MARITIME LAW ASSOCIATION

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Mr. Patrick Griggs

Knollys House, 11 Byward Street

London, EC3R 5EN

Tel.: (171) 623.2011 - Fax: (171) 623.3225 - E-mail: patrick.griggs@ince.co.uk

Established: 1908

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Part I - Organization of the CMI

UNITED STATES OF AMERICA

THE MARITIME LAW ASSOCIATION OF
THE UNITED STATES
Healy & Baillie LLP

29 Broadway, New York, New York 10006-3293

Tel.: (212) 943.3980 - Fax (212) 425.0131 - E-mail: hmccormack@healy.com

Established: 1899

Officers:

President: Howard M. McCORMACK, 29 Broadway, New York, NY 10006-3293. Tel. (212) 943.3980 - Tlx: 422089 - Fax: (212) 425.0131 - E-mail: hmccormack@healy.com.

First Vice-President: William R. DORSEY, III, 250 West Pratt Street, Baltimore, MD 21201-2400. Tel.: (410) 539.5040 - Tlx: 87478 - Fax: (410) 539.5223 - E-mail: wdorsey.semme@mc.

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Rambla 25 de Agosto 580 - 11000 Montevideo, Uruguay

Tel.: (2) 915.6765 - Fax: (2) 916.4984

E-mail: cennave@correo.cennave.com.uy

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University of Latvia, Faculty of Law
Raina bulv. 19, RIGA, LV 1586, Latvia

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Henri VOET

Docteur en droit, Dispatcheur, Trésorier du CMI, Acacialaan 20, B-2020 Antwerpen, Belgique.

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Attorney at Law, Member of the Japanese Maritime Arbitration, 4117 Kami Hongo, Matsudo City, Chiba Prefecture, Japan.

Christos ACHIS

General Manager, Horizon Insurance Co., Ltd., 26a Amalias Ave., Athens 118, Greece.

The Right Honourable Sir Adetokunboh ADEMOLA

G.C.O.N., K.B.E.Kt., C.F.R., P.C., First Nigerian Chief Justice, Nigerian Maritime Law Association, 22a Jebba Street West, Ebute Metta, Box 245, Lagos, Nigeria.

Eduardo ALBORS MÉNDEZ

Lawyer, c/o Albors, Galiano & Co., c / Velásquez, 53 - 3º Dcha, 28001 Madrid, Spain. Tel.: (91) 435.6617 - Fax: (91) 576.7423 - Tlx: 41521 ALBEN.

Hans-Christian ALBRECHT

Advocate, Weiss & Hasche, President of the Deutscher Verein für Internationales Seerecht, Valentinskamp 88, 20354 Hamburg, Deutschland.

José M. ALCANTARA GONZALEZ

Maritime lawyer in Madrid, Average Adjuster, Arbitrator, President of the Asociacion Espanola de Derecho Maritimo, Secretary-General of the Maritime Institute of Arbitration and Contract (IMARCO), President of the Instituto Hispano Luso Americano de Derecho Maritimo, 16, Miguel Angel Street, 28010 Madrid, Spain. Tel.: (91) 308.3095 - Fax: (91) 310.3516 - Tlx: 49438 LEXM E.

Titulary Members

Mme Pascale ALLAIRE BOURGIN

CAMAT, 9 rue des Filles-St. Thomas, 75083 Paris-Cedex 02, France.

Tulio ALVAREZ LEDO

Doctor of Law, Lawyer and Professor, partner of Law Firm Alvarez & Lovera, Past President of the Asociacion Venezolana de Derecho Maritimo, Centro Comercial Los Chaguaramos, Ofic. 9-11, Caracas 1041, Venezuela. Tel.: (2) 662.6125 - Fax: (2) 693.1396.

Charles B. ANDERSON

President, Anchor Marine Claims Services Inc. (U.S. general correspondents for Assuranceforeningen Skuld), 900 Third Avenue, New York, NY 10022-4728, U.S.A.. Tel.: (212) 758.9200 - Fax: (212) 758.9935 - E-mail: nyc@anchorclaims.com.

Constantinos ANDREOPOULOS

Lawyer, General Secretary of the Hellenic Maritime Law Association, Akti Miaouli 3, 18536 Piraeus, Greece. Tel.: (1) 417.6338/417.4183 - Tlx: 211436 Aran GR - Fax: (1) 413.1773.

W. David ANGUS, Q.C.

Past-President of the Canadian Maritime Law Association, Member of the Executive Council of CMI, Partner, Stikeman Elliott, 1155 René-Lévesque Blvd. West, Suite 3700, Montreal, Quebec H3B 3V2, Canada. Tel.: (514) 397.3127 - Fax: (514) 397.3222 - Tlx: 05.267316 - E-mail: dangus@mtl.stikeman.com..

Armando ANJOS HENRIQUES

Avocat, Membre de la Commission Portugaise de Droit Maritime (Ministère de la Marine), Professeur de Droit Maritime à l'Ecole Nautique de Lisbonne, Av.a Elias Garcia, 176-2.o esq., 1000 Lisboa, Portugal. Tel.: (1) 796.0371.

Alfonso ANSIETA NUNEZ

Advocate, Professor of Commercial Law, Catholic University of Valparaiso, Vice-President Chilian Maritime Law Association, Prat 827, Piso 12, Casilla 75, Valparaiso, Chili. Fax: (32) 252.622.

Anthony M. ANTAPASSIS

Advocate, Associate Professor of Commercial and Maritime Law, Faculty of Law, University of Athens, President of the Hellenic Maritime Law Association, 10 Akti Poseidonos, 185 31 Piraeus, Greece. Tel.: (1) 422.5181 - Tlx: 211171 Alan GR - Fax: (1) 422.3449.

José M. APOLO

Maritime Attorney, Bachellor in International Sciences in Ecuador, Executive President of the firm Estudio Juridico Apolo & Asociados S.A., Maritime & Port Group, President of the Ecuadorean Association of Maritime Studies and Law "ASEDMAR", Vice-President for Ecuador of the Iberoamerican Institute of Maritime Law, Vélez 513, 6th and 7th Floor, "Acropolis" Building, Guayaquil, Ecuador. P.O. Box. 3548. Tel.: (4) 320.713/4 - Fax: (4) 322.751/329.611. - Tlx: 3733.

Francisco ARCA PATINOS

Lawyer, Member of the Executive Committee of the Peruvian Maritime Law Association, Trinidad Moran, 1235, Lima 14, Peru.

Pedro AREVALO SUAREZ

Lawyer, Maritima Aragua S.A. Centro Plaza, Torre A. Piso 15, Ofic. E., Av. Francisco de Miranda, Las Palos Grandes, Caracas. Venezuela. Tlx: 24029.

Part I - Organization of the CMI

Ignacio ARROYO

Advocate, Ramos & Arroyo, Professor at the University of Barcelona, General Editor of "Anuario de Derecho Marítimo", Paseo de Gracia 92, 08008 Barcelona 8, Spain. Tel.: (93) 487.1112 - Fax (93) 487.3562 - E-mail: ramosyarroyo@bcn.servicom.es.

Paul C. AVRAMEAS

Advocate, 133 Filonos Street, Piraeus 185 36, Greece. Tel.: (1) 429.4580 - Tlx: 212966 JURA GR - Fax: (1) 429.4511.

Eduardo BAGES AGUSTI

Nav. Maersk España, Plaza Pablo Ruiz Picasso s/n, Torre Picasso, 28020 Madrid, Spain. Tel.: (91) 572.4100 - Fax: ((91) 572.4177.

Nicola BALESTRA

Advocate, Piazza Corvetto 2-5, 16122 Genova, Italy. Tel.: (010) 889.252 - Tlx: 283859 - Fax: (010) 885.259.

José Manuel BATISTA DA SILVA

Lawyer. Member of "Ordem dos Advogados", Assistant of Commercial law at Law School of the University of Lisbon (1979/1983), Assistant of Maritime Law at Seminars organized by the Portuguese Association of Shipowners, Legal adviser at "Direcção Geral de Marinha", Legal adviser to the Portuguese delegation at the Legal Committee of I.M.O., member of "Comissão do Direito Marítimo Internacional", R. Vitor Cordon, 1-4º Esq., 1200 Lisboa, Portugal.

Mario Ferreira BASTOS RAPOSO

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Stuart N. BEARE

Solicitor, Consultant, Richards Butler, Beaufort House, 15, St. Botolph Street, London EC3A 7EE, England. Tel.: (171) 247.6555 - Fax: (171) 247.5091 - E-mail: snb@richardsbutler.com.

Freddy J. BELISARIO-CAPELLA

Venezuelan lawyer, Master in Admiralty Law Tulane University, U.S.A., Professor in Maritime Law in the Central University of Venezuela, VMLA's Director, Quinta Coquito, Calle San Juan, Sorocaima, La Trinidad, Caracas, Venezuela.

Jorge BENGOLEA ZAPATA

Abogado, Professor Titular de Derecho de la Navegacion en la Facultad de Derecho y Ciencias Sociales de la Universidad de Buenos Aires, Professor de Derecho Marítimo y Legislacion Aduanera en la Facultad de Ciencias Juridicas de la Plata, Corrientes 1309, 7º p. of.19, Buenos Aires, Argentina.

Francesco BERLINGIERI

O.B.E., Advocate, President ad Honorem of CMI, former Professor at the University of Genoa, doctor of law honoris causa at the University of Antwerp, President of the Italian Maritime Law Association, 10 Via Roma, 16121 Genova, Italia. Tel.: (010) 586.441 - Fax: (010) 594.805/589.674, E-mail: dirmar@tn.village.it.

Titulary Members

Giorgio BERLINGIERI

Advocate, 10 Via Roma, 16121 Genova, Italia. Tel.: (010) 586.441 - Fax: (010) 594.805/589.674 - E-mail: dirmar@tn.village.it.

Miss Giorgia M. BOI

Advocate, Secretary General of the Italian Maritime Law Association, Professor at the University of Genoa, 10 Via Roma, 16121 Genova, Italia. Tel.: (010) 586.441 - Fax: (010) 594.805/589.674 - E-mail: dirmar@tn.village.it.

Philippe BOISSON

Docteur en droit, Secrétaire Général de l'Association Française du Droit Maritime, Conseiller Juridique Bureau Veritas, 17 bis Place des Reflets, Cedex 44, F-92077 Paris-La-Défense, France. Tel.: (1) 429.152.71 - Tlx: 615370 - Fax: (1) 429.152.94.

Lars BOMAN

Lawyer, Vice-President of the Swedish Maritime Law Association, Partner in Law Firm Morssing & Nycander, P.O.Box 3299, S-10366 Stockholm, Sweden. Tel.: (46) 823.7950 - Tlx: 17348 Anwalt S - Fax: (46) 821.8021.

Pierre BONASSIES

Professeur à la Faculté de Droit et de Science Politique d'Aix-Marseille, Chemin des Portails, 13510 Eguilles, France. Tel.: (442) 92.5121 - Fax: (442) 926.892.

Franco BONELLI

Advocate, Professor at the University of Genoa, Viale Padre Santo 5/8, 16122 Genova, Italy. Tel.: (010) 831.8341 - Tlx: 271583 Frabo - Fax: (010) 813.849.

Vojislav BORCIC

Docteur en droit, Conseiller juridique de la "Jadroagent" Agence Maritime et des Transports, Rijeka, Professeur à la Faculté Maritime des Transports, Rijeka, Secrétaire de l'Association Croate de Droit Maritime, c/o Jadroagent Ltd., Koblerov trg 2, 51000 Rijeka, Croatia.

Pierre BOULOY

Avocat à la Cour, Bouloy Grellet & Associés, 44 Avenue d'Ièna, 75116 Paris, France. Tel.: (1) 472.017.93 - Fax: (1) 47.20.49.70.

Sjur BRAEKHUS

Professor of Maritime Law at the University of Oslo, Former President of the Norwegian Maritime Law Association, Nordisk Institutt for Sjørett, University of Oslo, Karl Johansgate 47, N-0162 Oslo, Norway. Tel.: (2) 429.010 - Fax: (2) 336.308.

David BRANDER-SMITH Q.C.

Bull, Housser & Tupper, 3000 Royal Centre, P.O.Box 11130, 1055 West Georgia Street, Vancouver B.C., Canada V6E 3R3. Tel.: (604) 687.6575, direct line (604) 641.4889 - Tlx: 04-53395 - Fax: (604) 641.4949.

Jorgen BREDHOLT

Deputy Permanent Secretary (International Shipping Policy and Maritime Law) Ministry of Industry of Denmark, Svendsvej 3, DK-2990 Nivaa, Denmark. Tel.: (33) 92.33.50 - Fax: (33) 12.37.78.

Part I - Organization of the CMI

Hartmut von BREVERN

Rechtsanwalt, Partner in Röhreke, Boye, Remé, von Werder, President of the German Maritime Arbitrators Association, Ballindamm, 26, 20095 Hamburg, Deutschland.

Per BRUNSVIG

Barrister, Partner in the law firm Thommessen, Krefting & Greve, P.O.Box 413 Sentrum, N-0162 Oslo, Norway. Tel.: (2) 42.18.10 - Fax: (2) 42.35.57.

Claude BUISSERET

Avocat, Ancien Président de l'Association Belge de Droit Maritime, Professeur à l'Université Libre de Bruxelles, Louizastraat 32 bus 1, B-2000 Antwerpen 1, Belgique. Tel.: (3) 231.1714 - Fax: (3) 233.0836.

Thomas BURCKHARDT

Docteur en droit et avocat, LL.M., (Harvard), juge suppléant à la Cour d'appel de Bâle. St. Alben Graben 8, CH-4010 Basel, Suisse. Tel.: (61) 271.1477 - Fax: (61) 271.1466.

Pedro CALMON FILHO

Lawyer, Professor of Commercial and Admiralty Law at the Law School of the Federal University of Rio de Janeiro, President of the Brazilian Maritime Law Association, Pedro Calmon Filho & Associados, Av. Franklin Roosevelt 194/8, 20.021 Rio de Janeiro, Brasil. Tel.: (21) 220.2323 - Fax: (21) 220.7621 - Tlx: 2121606 PCFA BR.

John A. CANTELLO

Secretary and Treasurer of the Canadian Maritime Law Association, Lawyer and average adjuster, Osborne & Lange Inc., 360 St. Jacques Street W., Suite 2000, Montreal Quebec H2Y 1P5, Canada. Tel.: (514) 849.4161 - Fax: (514) 849.4167 - Tlx: 055-60813 - E-mail: cmla@istar.ca.

Alberto C. CAPPAGLI

Maritime Lawyer, Vice-President of the Argentine Maritime Law Association, Asst. Professor at Faculty of Law of Buenos Aires, C. Pellegrini 887, 1338 Buenos Aires, Argentina. Tel.: (1) 322.8336/8796/325.3500 - Fax: (1) 322.4122 - Tlx: 24328/27541.

Sergio M. CARBONE

Avocat, Professeur à l'Université de Gênes, Via Assarotti 20, 16122 Genova, Italia. Tel.: (010) 810.818 - Tlx: 282625 Cardan I - Fax: (010) 870.290.

Kenneth J. CARRUTHERS

The Hon. Mr Justice Kenneth Carruthers, Judge in Admiralty, Supreme Court of New South Wales, Former President of the Maritime Law Association of Australia and New Zealand, Judges Chambers, Supreme Court, Queen's Square, Sydney 2000, Australia. Tel.: (2) 230.8782 - Fax: (2) 230.8628.

George F. CHANDLER, III

Advocate, Partner in Hill Rivkins & Hayden, 712 Main Street, Suite 1515, Houston, Texas 77002-3209, U.S.A.. Tel.: (713) 222.1515 - Fax: (713) 222.1359 - E-Mail: hr.tex.gfc@compuserve.com.

Robert CLETON

Counsellor, Member of the Board of the Netherlands Maritime and Transport Law Association, Klingelaan 31, 2244 AN Wassenaar, Nederland. Tel.: (70) 517.28295.

Titulary Members

Jean COENS

Avocat, Frankrijklei 115, B-2000 Antwerpen 1, Belgique. Tel.: (3) 233.97.96 - Fax: (3) 225.14.18.

Guilherme Geroge CONCEICAO SILVA

Docteur en droit, Capitaine de Frégate, Avocat, Représentant de l'Etat, Major de la Marine, Ancien Professeur de Droit Maritime International, Rua Victor Cordon, 1, 4º-Esq. A, 1200 Lisboa, Portugal.

Eugenio CORNEJO FULLER

President, Asociacion Chilena de Derecho Maritimo, Honorary Vice-President of the C.M.I., Prat 827, Piso 12, Casilla 75, Valparaiso, Chile. Fax: (32) 25.26.22.

Eugenio CORNEJO LACROIX

Lawyer, Average Adjuster and Professor of Maritime Law and Insurance, c/o Ansietá, Cornejo & Guzmán, Huérfanos 835, Of. 1601, Santiago, Chile. Tel.: (2) 633.2589 - Fax (2) 638.2614.

Luis S. CORREA-PEREZ

Doctor of law, Licentiate in Administration graduated from the Central University of Venezuela, Master in Maritime Insurance at the Insurance Institute in London and the New York Insurance Institute, VMLA's Vice-President of Publications and Events, Edif. Provincial. Piso 2, Ofic. "F", Av. Abraham Lincoln con Calle El Colegio, Boulevard de Sabana Grande, Caracas, Venezuela. Tel.: (2) 762.4949/762.5287 - Fax: (2) 761.5648.

Luis COVA ARRIA

Lawyer, Luis Cova Arria & Asociados, Former President of the Comité Marítimo Venezolano, Member of the Executive Council of CMI, Multicentro Empresarial del Este, Torre Libertador, Nucleo B, Of. 151-B, Chacao, Caracas 1060, Venezuela. Tel.: (2) 562.5182/562.77 - Tlx: 26214 - Fax: (2) 562.7411 - E-Mail: luiscovaa@etheron.net.

Stephan CUENI

Licencié en droit, avocat et notaire public, Wenger Mathys Plattner, Aeschenvorstadt 55, CH-4010 Basel, Suisse. Tel.: (61) 279.7000 - Fax: (61) 279.7001.

John R. CUNNINGHAM Q.C.

Barrister & Solicitor, Campney & Murphy, P.O. Box 48800, 2100-1111 West Georgia Street, Vancouver, B.C. V7X 1K9, Canada. Tel.: (604) 688.8022 - Fax: (604) 688.0829 - Tlx: 04-53320.

Vincent de BRAUW

Lawyer, Partner of Nauta Dutilh, Weena 750, P.O.Box 1110, 3000 BC Rotterdam, Nederland. Tel.: (10) 224.0000 - Fax: (10) 414.8444.

Colin de la RUE

Solicitor, Partner of Ince & Co., Knollys House, 11 Byward Street, London EC3R 5EN, England. Tel.: (171) 623.2011 - Tlx: 8955043 INCE G - Fax: (171) 623.3225.

Henri de RICHEMONT

Avocat à la Cour, Richemont et Associés, 12 bis Avenue Bosquet, 75007 Paris. Tel.: (1) 45.55.64.15 - Fax: (1) 45.51.81.18.

Alvaro DELGADO GARZÓN

Plaza del Temple, 5, 46003 Valencia, Spain.

Part I - Organization of the CMI

Leo DELWAIDE

Avocat, Professeur de Droit Maritime et du Droit des Transports aux Universités d'Anvers et de Bruxelles, Président de la Chambre des Appels de la Commission Internationale pour la Navigation du Rhin à Strasbourg, Administrateur du CMI, adjoint du Maire de la Ville d'Anvers et Président de l'Autorité portuaire d'Anvers, Markgravestraat 9-17, 2000 Antwerpen, Belgium. Tel.: (3) 227.3526 - Fax: (3) 227.3528 - E-mail: cmi.admini@cmi.imc.org.

Walter DE SA LEITAO

Lawyer "Petrobras", Av. Epitacio Pessoa n° 100 apto. 102, Rio de Janeiro CEP 22 471, Brasil.

Luis DE SAN SIMON CORTABITARTE

Abogado, founder and Senior Partner of Abogados Maritimos y Asociados (AMYA), c/Miguel Angel, 16-5°, 28010 Madrid, Spain. Tel.: (91) 308.3095 - Fax: (91) 310.3516.

Jorge Augusto DE VASCONCELLOS

Lawyer, Attorney of the Brazilian Merchant Marine Superintendency, Rua Mexico 90, 20031-145 Rio de Janeiro, Brasil.

Ibr. Khalil DIALLO

Docteur en Droit, Port Autonome de Dakar, B.P. 3195 Dakar, Sénégal.

John Francis DONALDSON OF LYMINGTON

The Rt. Hon. Lord Donaldson of Lymington, President of the British Maritime Law Association, 123 Shakespeare Tower, Barbican, London EC2Y 8DR, England. Tel/Fax:(171) 588.6610.

Christopher J. DORMAN A.C.I.S.

Dorman Legal Services, 20 Earlsfort Terrace, Dublin 2, Ireland. Tel.: (1) 478.4611 - Fax: (1) 478.4280.

William R. DORSEY, III

Advocate, Second Vice President of the Maritime Law Association of the United States, of Counsel, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201, U.S.A. Tel.: (410) 539.5040 - Fax: (410) 539.5223 - E-mail: bdorsey.semmes@mcimail.com.

Michel DUBOSC

Avocat au Barreau, 157, Boulevard de Strasbourg, B.P. 1396, 76066 Le Havre Cedex, France. Tel.: (35) 42.24.41.

Stenio DUGUET COELHO

Lawyer, Rua Laranjeiras 328, Rio de Janeiro, R.J., CEP 22.240, Brasil.

Kenjiro EGASHIRA

Professor of Law at the University of Tokyo, 25-17, Sengencho 3-chome, Higashi-Kurume, Tokyo, Japan.

Jan ERLUND

President of the Danish Branch of CMI, Advokat, c/o Gorrisen & Federspiel, 12 H.C. Andersens Boulevard, DK-1553 Copenhagen V, Denmark. Tel.: (33) 41.41.41 - Fax: (33) 41.41.33 - E-mail: gfk@gfklaw.dk.

Titulary Members

Aboubacar FALL

Docteur en droit, LL.M. (Seattle), Avocat à la Cour, 30 rue du Pré Saint Gervais, 93500 Pantin, France. Tel.: (1) 41.71.06.82 - Fax: (1) 41.71.03.76 - E-mail: amaduapd@club-internet.fr.

Luis FIGAREDO PÉREZ

Maritime Lawyer, Average Adjuster, Arbitrator, Founder of the Maritime Institute of Arbitration and Conciliation (IMARCO): c/o Figaredo & Asociados. Santa Maria Magdalena, 10/12, 28016 Madrid, Spain. Tel.: (91) 350.5707 - Fax: (91) 345.6252.

Velimir FILIPOVIC

Professeur à la Faculté de Droit de l'Université de Zagreb, Président de l'Association Croate de Droit Maritime, Trg Marsala Tita 14, 10000 Zagreb, Croatia.

Geoffrey FLETCHER

MA (Cantab), dispatcheur, Associé Langlois & Cie., 152 Avenue Gustave Demey, 1160 Auderghem, Belgique.

Emmanuel FONTAINE

Avocat à la Cour, c/o Gide, Loyrette, Nouel, 26 Cours Albert 1er, F-75008 Paris, France. Tel.: (1) 40.75.60.00.

Omar J. FRANCO OTTAVI

Doctor of law, Lawyer, Master in Maritime Law LL.M., Professor on Maritime Law Universidad Catolica Andrés Bello Caracas, Executive Vice-President of the Venezuelan Maritime Law Association, Avenida Francisco Solano, Edificio San German, Piso 3. Oficina 3 B, Sabana Grande, Caracas, Venezuela. Tel.: (2) 72.77.75/72.66.58 - Fax: (2) 71.83.57.

Wim FRANSEN

Avocat, Président de l'Association Belge de Droit Maritime, Everdijstraat 43, 2000 Antwerpen. Belgique. Tel.: (3) 203.4500 - Fax: (3) 203.4501.

Nigel Harvey Hugh FRAWLEY

Immediate Past President of the Canadian Maritime Law Association, Partner Meighen Demers. Barristers and Solicitors, Box II, 200 King Street West, Toronto, Ontario M5H 3T4, Canada. Tel.: (416) 977.8400 - Fax: (416) 977.5239 - E-mail: nfrawley@meighen.com.

Johanne GAUTHIER

Partner/associée, Ogilvy Renault, 1981 McGill College Avenue, Suite 1100. Montreal, Québec, H3A 3C1 Canada. Tel.: (514) 847.4469 - Fax: (514) 286.5474 - E-mail: Johanne.Gauthier info@ogilvyrenault.com.

J.J.H. GERRITZEN

Average Adjuster, Judge at the Court of Appeal in The Hague, Oudorpweg 17, 3062 RB Rotterdam, Nederland. Tel.: (10) 452.5932.

Paul A. GILL

Solicitor, Hon. Treasurer of the Irish Maritime Law Association, Partner of Dillon Eustace. Solicitors, Grand Canal House, 1 Upper Grand Canal Street. Dublin 4, Ireland. Tel.: (1) 667.0022 - Fax: (1) 667.0042.

Guillermo GIMENEZ DE LA CUADRA

Abogado, Gabinete Jurídico Mercantil Marítimo, Avda. Eduardo Dato 22. F. Huertas Del Rey, 41018 Sevilla, Spain. Tel.: (95) 464.46.42/492.13.35 - Fax (95) 465.98.51.

Part I - Organization of the CMI

Philippe GODIN

Avocat à la Cour, Godin & Associés, 69 Rue de Richelieu, 75002 Paris, France. Tel.: (1) 44.55.38.83 - Fax: (1) 42.60.30.10.

Paul GOEMANS

Avocat, Goemans, Mirdikian, Geerts, membre du Conseil Général de l'Association Belge de Droit Maritime, directeur et rédacteur de la revue "Jurisprudence du Port d'Anvers", Trésorier du Comité Maritime International, Nationalestraat 5 bus 30, B-2000 Antwerpen 1, Belgique. Tel.: (3) 232.1851 - Fax: (3) 233.5963.

Edgar GOLD

Q.C., Doctor of law, Adjunct Professor of Maritime Law and Adjunct Professor of Resource and Environmental Studies, Dalhousie University, Halifax, Canada, Visiting Professor of Maritime Law, World Maritime University, Malmö, Sweden, Past President of the Canadian Maritime Law Association, Sr. Partner Huestis Holm, Barristers & Solicitors, Bank of Commerce Bldg., Suite 708, 1809 Barrington Street, Halifax, N.S., B3J 3K8, Canada. Tel.: (902) 422.3400 - Fax: (902) 422.4713 - E-mail: golde@compuserve.com.

Charles W.H. GOLDIE

Barrister, Partner Thos. R. Miller & Son, International House, 26 Creechurch Lane, London, EC3A 5BA, Great Britain.

Rucemah Leonardo GOMES PEREIRA

Former Vice-President Associação Brasileira de Direito Marítimo, Lawyer, Founding and First Chairman Brazilian Association of Average Adjusters, Professor of Maritime Insurance at Fundação Escola Nacional de Seguros - Rio de Janeiro, Manager of Rucemah and Sons Ltd./Average Adjusting, Avenida Churchill 60, Grs. 303/04, 20020-050, Rio de Janeiro, RJ, Brasil. Tel.: (21) 220.2326/262.4111 - Fax: (21) 262.8226 - E-mail: rfam@rionet.com.br.

José Luis GONI

Abogado, Partner Goni & Co. Abogados, Arbitrator of the Spanish Council of the Chambers of Commerce Industry and Shipping, Serrano 91-4º, 28006 Madrid 6, Spain. Tel.: (91) 563.4740 - Fax: (91) 563.1143 - Tlx: 42344 MARL E.

Francisco GONI JIMENEZ

Abogado, Universidad Autonoma de Madrid, Master in Laws (L.I.M. Maritime Law) University of Cardiff, c/o Goni & Co., Serrano 91, 28006 Madrid 6, Spain. Tel.: (91) 563.4740 - Fax: (91) 563.1143 - Tlx: 42344 MARL E.

Raul GONZALEZ HEVIA

Abogado, Average Adjuster, Head of the Marine and Navigation Department of Mutualidad de Seguros del Instituto Nacional de Industria (MUSINI), Vice-President of the Spanish Association of Average Adjusters, Avenida de America, 46, 28028 Madrid, Spain. Tel.: (91) 726.7699.

Rodolfo Angel GONZALEZ LEBRERO

Lawyer, Doctor of Laws, Serrano 91, 4º, 28006 Madrid, Spain. Tel.: (91) 563.4740 - Fax: (91) 563.1143.

James E. GOULD

Partner McInnes Cooper & Robertson Barristers and Solicitors, Summit Place, 1601 Lower Water Street, P.O.Box 730, Halifax, Nova Scotia, Canada B3J 2V1. Tel.: (902) 425.6500 - direct dial: (902) 424.1350 - Fax: (902) 425.6350 - E-mail: mcrhfx@mcrlaw.com.

*Titulary Members***Ivo GRABOVAC**

Doctor of Law, Professor of Maritime and Other Transport Laws at the Law Faculty of the Split University, Pravni fakultet u Splitu, Domovinskog rata 8, 21000 Split, Croatia.

Nils GRENANDER

Juris Doctor, Former Managing Director of the Swedish Shipowners' Association, Gibraltaratan 12, S-41132 Göteborg C, Sweden.

Patrick J.S. GRIGGS

Solicitor of the Supreme Court of Judicature, President of CMI, Senior Partner of Ince & Co (Solicitors), Knollys House, 11, Byward Street, London EC3R 5EN, England. Tel.: (171) 623.2011 - Fax: (171) 623.3225 - E-mail: Patrick.Griggs@ince.co.uk

Kurt GRÖNFORS

Professor of Law, Göteborgs Universitet, Vasagatan 3, S-411 24 Göteborg, Sweden.

Etienne GUTT

Président Émérite de la Cour d'Arbitrage du Royaume de Belgique, Professeur émérite de l'Université de Bruxelles, 7 rue Basse, 1350 Jandrain-Jandrenouille, Belgique. Tel.: (19) 633.950.

José Tomas GUZMAN SALCEDO

Lawyer, Average Adjuster, Professor of Maritime & Insurance Law, Director of Chilean Maritime Law Association, Huérfanos 835, Oficina 1601, Santiago, Chile. Tel. (2) 6332589/633.8590/6326223 - Fax: (2) 6382.614 - E-mail: acgabogados@entelchile.net.

Lennart HAGBERG

Consultant Mannheimer Swartling, Postal address: Box 2235, S-403 14 Gothenburg, Sweden. Tel.: (46) 3110.9600 - Fax: (46) 3110.9601 - E-mail: info@msa.se.

Taichi HARAMO

Dr. jur., Professor, Faculty of Law, Aoyama Gakuin University, 4-4-25 Shibuya, Shibuya-ku, Tokyo 150, Japan. Tel.: (3) 3409.8111 (office). 1,039 Fussa Fussa-shi, Tokyo 197, Japan. Tel.: (4) 2551.1549.

Sean Joseph HARRINGTON

Partner of McMaster Meighen, 1000 de La Gauchetière Street West, Suite 900, Montreal, Québec, H3B 4W5 Canada. Tel.: (514) 879.1212 - Tlx: 05/268637 - Fax: (514) 878.0605.

Walter HASCHE

Doctor of law, Advocate, Weiss & Hasche, Former President of the Maritime Law Association of the Federal Republic of Germany, Valentinskamp 88, 20354 Hamburg, Deutschland.

Flemming HASLE

Advocate, 27, Skovlybakken, DK-2840 Holte, Denmark. Tel./Fax: (42) 422.795.

Hiroshi HATAGUCHI

Member of the Japan Branch of the Int. Law Ass. and Japanese Society of Private Int. Law, 2-23-1, Asagaya minami, Suginami-ku, Tokyo, Japan.

Raymond P. HAYDEN

Partner of law firm Hill Rivkins & Hayden, 90 West Street, Suite 1000, New York, NY 10006-1039, U.S.A. Tel.: (212) 669.0600 - Fax: (212) 669.0699.

Part I - Organization of the CMI

George W. HEALY III

Advocate, Immediate Past President of the Maritime Law Association of the United States, Partner Phelps, Dunbar, Marks Claverie & Sims, 400 Poydras Street, New Orleans L.A. 70130 U.S.A. Tel.: (504) 566.1311 - Tlx: 584125 - Fax: (504) 568.9130.

Nicholas J. HEALY

Former President of The Maritime Law Association of the United States, Advocate, Honorary Vice-President of the Comité Maritime International, Healy & Baillie, Adjunct Professor of Law, New York University, 29 Broadway, New York, N.Y. 10006 U.S.A. Tel.: (212) 943.3980 - Fax: (212) 425.0131.

Per Erik HEDBORG

Former President of the Swedish Association of International Maritime Law, Former Managing Director of the Swedish Steamship Owner's Insurance Association, Götaabergsgatan 34, S-411 34 Göteborg 4, Sweden.

Rolf HERBER

Professor, Doctor of law, Member of the Executive Council of the CMI, Rechtsanwalt, Ahlers & Vogel, Schaartor 1, D-20459 Hamburg, Germany, Tel.: (40) 3785.880 - Fax: (40) 3785.8888.

James J. HIGGINS

Former President of The Maritime Law Association of the United States, Advocate, Kirlin, Campbell & Keating, 5 Hanover Square, 14th Floor, New York, New York 10004 U.S.A. Tel.: (212) 425.7800 - Fax: (212) 425.7856.

Mats HILDING

Former President of the Swedish Association of International Maritime Law, Polhemsgatan 27, S-11230 Stockholm, Sweden.

Vinko HLACA

Doctor of law, Professor of Maritime and Transport Law at the University of Rijeka, Hahlit 6, 51000 Rijeka, Croatia.

Bill HOLOHAN

Solicitor, Hon. Secretary of the Irish Maritime Law Association, G. J. Moloney & Co., Hambledon House, 19-26 Lower Pembroke Street, Dublin 2, Ireland. Tel.: (1) 678.5199 - Fax (1) 678.5146 - E-mail: Bholohan@gjmoloney.ie.

John P. HONOUR

General Manager, The West of England Ship Owners' Mutual Insurance Services Ltd., Tower Bridge Court, 224 Tower Bridge Road, London SE1 2UP, England. Tel.: (171) 716.6000- Tlx: 8958951 - Fax: (171) 716.6111.

Chester D. HOOPER

Attorney, Immediate Past-President of The Maritime Law Association of the United States, Haight, Gardner, Poor & Havens, 195 Broadway, New York N.Y. 10007-3189, U.S.A. Tel.: (212) 341.7244 - Fax: (212) 385.9010.

Takeo HORI

Former Vice-Minister at the Ministry of Transport, Vice-President of the Japanese Maritime Law Association, 6-15-36 Ikuta, Tamaku, Kawasaki-Shi, Kanagawaken, Japan.

Titulary Members

Rainer HORNBORG

President of Board of AB Indemnitas, Director Hansakoncernen, Sturegatan 56, S-11436 Stockholm, Sweden.

Pierre HOUSSIN

Ancien Vice-Président de l'Association Française du Droit Maritime, 93, rue Boileau, F-75016 Paris, France. Tel.: (1) 46.47.97.84.

N. Geoffrey HUDSON

Barrister and Consultant Average Adjuster, Past Chairman of the Association of Average Adjusters, Former President of the Association Internationale de Dispatcheurs Europeens. Vice-President of the British Maritime Law Association, 5 Quayside, Woodbridge, Suffolk IP12 1BN, United Kingdom. Tel. and Fax: (1394) 383.811.

Jean HULLIGER

Director of the Swiss Maritime Navigation Office, Head of the Division for Communications, Federal Department of Foreign Affairs, Département fédéral des affaires étrangères, Palais fédéral, CH-3003 Berne. Tel.: (31) 322.3025 - Fax: (31) 311.4568 or 322.3237.

Marc A. HUYBRECHTS

Advocate, Member of the Antwerp Bar, Professor of Maritime and Transport Law at the University of Leuven and the University of Antwerp, Amerikalei 73, B-2000 Antwerpen, Belgique. Tel.: (3) 248.1500 - Tlx:71557 - Fax: (3) 238.4140.

A. Stuart HYNDMAN Q.C.

Advocate, McMaster, Meighen, 630 René-Lévesque Blvd.W. 7th Floor, Montreal, Québec H3B 4H7, Canada. Tel.: (514) 879.1212 - Fax: (514) 878.0605 - Tlx:05-268637.

Juan Luis IGLESIAS PRADA

c / Jorge Juan, 6 - 28001, Madrid, Spain. Tel.: (91) 586.0407 - Fax: (91) 586.0403.

Flemming IPSEN

Advocate, Vice-President A.P. Moller, Esplanaden 50. DK-1098 Kobenhavn, Denmark. Tel.: (33) 141.514 - Fax: (33) 931.543.

Th. IVERSEN

Direktor. Foreningen af Danske Soassurandorer, 10 Amaliegade, DK-1256 Kobenhavn, Denmark. Tel.: (33) 137.555 -Fax: (33) 112.353.

R.E. JAPIKSE

President of the Netherlands Maritime and Transport Law Association, Advocate, Professor at the Leiden University, Member of the Executive Council, p/a Nauta Dutilh, Postbus 1110, 3000 B.C. Rotterdam, Nederland. Tel.: (10) 224.0251 - Fax: (10) 224.0014 - E-mail: brauwv@nautadutilh.nl.

Andrei Konstantinovitch JOUDRO

Ancien Président de I.M.L.A., Ancien Vice-Président du Comité Maritime International. 6.B. Koptievsky pr. 125319, Moscou, Russia.

John L. JOY

Partner of White, Ottenheimer & Green, P.O.Box 5457, Baine Johnston Centre, 10 Fort William Place, St. John's, Nfld., A1C 5W4, Canada. Tel.: (709) 722.7584 - Fax: (709) 722.9210.

Part I - Organization of the CMI

Gabriel JULIA ANDREU

Urgel 245, 3° 4a, 08036 Barcelona, Spain. Tel.: (93) 430.80.13.

Hrvoje KACIC

Attorney, Professor of Maritime Law University of Split, 41000 Zagreb, Petrova 21, Croatia. Tel.: (1) 445.425.

Axel KAUFMANN

Landsretssagfører, Barrister, Skoubogade 1, DK-1158 København, Denmark. Tel.: (33) 131.242 -Fax: (33) 931.903.

Yoshiya KAWAMATA

President and Professor of Law of Osaka International University, Yamashina-Minami-Danchi F711, 2-1 Nishino-rikyu-cho, Yamashina-ku, Kyoto 607-8345, Japan.

Marshall P. KEATING

Advocate, Kirlin, Campbell, & Keating, Treasurer of the Maritime Law Association of the United States, 5 Hanover Square, 14th Floor, New York, N.Y. 10004-2614, U.S.A. Tel.: (212) 425.7800 - Fax: (212) 425.7856.

Tony KEGELS

Avocat, Mechelsesteenweg 196, 2018 Antwerpen, Belgique.

Sean KELLEHER

Manager, Legal Department, Irish Dairy Board, Grattan House, Lr. Mount Street, Dublin 2, Ireland. Tel.: (1) 6619.599 -Fax: (1) 662.2941.

Alikì KIANTOU-PAMBOUKI (Mrs.)

Professor at the University of Thessaloniki, 3 Agias Theodoras Street, 546 23 Thessaloniki, Greece. Tel.: (31) 221.503 - Fax: (31) 237.449.

Takashi KOJIMA

Professor Emeritus of Kobe University, 2-18 Hiratacho, Ashiya City, Hyogoken, 659-0074, Japan.

Bernd KRÖGER

Doctor of law, Managing Director of the Verband Deutscher Reeder, Esplanade 6, 20354 Hamburg, Deutschland.

Sergio LA CHINA

Avocat, Professeur à l'Université de Gênes, Président du Comité Gênois de l'Association Italienne de Droit Maritime, Via Roma 5/7, 16121 Genova, Italia. Tel.: (010) 541.588 - Fax: (010) 592.851.

Herman LANGE

Avocat, Schermersstraat 30, B-2000 Antwerpen, Belgique. Tel.: (3) 225.06.08 - Fax: (3) 223.7378.

Pierre LATRON

Président de la Chambre Arbitrale Maritime de Paris, Ancien Président de l'Association Française du Droit Maritime, 47 rue de Monceau, 75008 Paris, France. Tel.: (1) 45.62.11.88 - Fax: (1) 45.62.00.17.

Titulary Members

Alex LAUDRUP

Advocate, Gorrissen & Federspiel, H.C. Andersens Boulevard 12, DK-1553 Kobenhavn V, Denmark. Tel.: (33) 157.533 - Tlx: 15598 qf jus dk. - Fax: (33) 157.733.

Manfred W. LECKSZAS

Advocate, partner in Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, Maryland 21202-1643, U.S.A. Tel.: (301) 685.1129 - Tlx: 87774 - Fax: (301) 547.0699.

Antonio LEFEBVRE d'OVIDIO

Avocat, Ancien Professeur à l'Université de Rome, Via del Nuoto, 11 (Due Pini), 00194 Rome, Italia.

Hans LEVY

Direktor, Advocate, Assuranceforeningen SKULD, Frederiksborggade 5, 1360 Kobenhavn, Denmark. Tel.: (33) 116.861 - Fax: (33) 113.341.

Jacques LIBOUTON

Avocat, chargé de cours à l'Université Libre de Bruxelles, Vice Président de la Licence spéciale en droit maritime et aérien de l'Université Libre de Bruxelles, c/o Gérard et Associés, Louizalaan 523, bte. 28, 1050 Bruxelles, Belgique. Tél.: (2) 646.6298 - Fax: (2) 646.4017.

Domingo Martin LOPEZ SAAVEDRA

Lawyer, former Professor, Av. Corrientes 1145-6th Fl., 1043 Buenos Aires, R. Argentina. Tel.: (1) 355.868/8704/8407 - Fax: (1) 325.9702 - E-mail: lopez-saavedra@AIUARG01.

Herbert M. LORD

Advocate, former President of the Maritime Law Association of the United States, Curtis, Mallet-Prevost, Colt & Mosle, 101 Park Avenue, New York, New York 10178-0061. Tel.: (212) 696.6000 - Fax: (212) 697.1559 - Telex: 126811.

Alberto LOVERA-VIANA

Doctor of law, Lawyer and Professor, partner of Law Firm Alvarez & Lovera, Former Senator and President of the Merchant Marine Sub-Committee of the Venezuelan Senate, VMLA's Vice-President of Institutional Relationships, Centro Comercial Los Chaguaramos, Ofic. 9-11, Caracas 1041, Venezuela. Tel.: (2) 662.6125 - Fax: (2) 693.1396.

Christian LUND

Legal Counsel The East Asiatic Cy. Ltd. A/S, Company House, Midtermolen 7, DK-1200, Copenhagen, Denmark. Tel.: (33) 272.727 - Fax: (33) 272.578.

Ian M. MACKAY

K.ST.J., LL.B., Master Mariner, Barrister and Solicitor. Founder Chairman of the New Zealand Branch and Former President of the Maritime Law Association of Australia and New Zealand, Chief Arbitration Commissioner for New Zealand, Chairman of the Maritime Safety Authority of New Zealand, 23A Perth Street, Ngaio, Wellington 4, New Zealand.

Roberto MAC LEAN UGARTECHE

Former Supreme Court Judge, Professor of International Law at the Law School of Universidad Mayor de San Marcos, Banco Central de Reserva del Perú, J.A. Miro Quesada no. 411, Lima 1, Perú.

Eamonn A. MAGEE, LL.B., B.L.

Barrister at Law, Marine Manager, Insurance Corporation of Ireland Plc., Burlington House, Burlington Road, Dublin 4, Ireland. Tel.: (1) 702.3223 - Fax: (1) 660.5245.

Part I - Organization of the CMI

Mohammed MARGAOUI

Vice-Président de la Chambre d'Arbitrage Maritime du Maroc, 30 Bld Mohammed V, Casablanca 01, Maroc. Tel.: (2) 271.941 - Tlx: 21969 - Fax: (2) 261.899.

Carlos MATHEUS GONZALEZ

Lawyer, Matheus & Ulloa, Asocs., Vice-President VMLA, Torre Banco Lara, piso 11, ofc. A-B, Esquina Mijares, Caracas 1010, Venezuela. Tel.: (2) 861.1142 - Fax: (2) 838.119 - Tlx: 27245.

Panos MAVROYANNIS

Avocat au Barreau d'Athènes, Cour de Cassation, Secrétaire de l'Association Hellénique de Droit Maritime - Heroon Polytechniou Ave. 96, Piraeus, Greece. Tel.: (1) 451.0562 - Tlx: 212410 - Fax: (1) 453.5921.

Howard M. McCORMACK

Lawyer, President of the Maritime Law Association of the United States, Member of the firm of Healy & Baillie, 29 Broadway, New York, N.Y. 10006-3293, U.S.A. Tel.: (212) 943.3980 - Fax: (212) 425.0131 - E-mail: hmccormack@healy.com.

Petria McDONNELL

Solicitor, McCann Fitzgerald, 2 Harbourmaster Place, Custom House Dock, Dublin 1, Ireland. Tel.: (1) 829.0000 - Fax: (1) 829.0010.

Brian McGOVERN

Senior Counsel, Law Library, P.O. Box 4460, Law Library Building, 158/9 Church Street, Dublin 7, Ireland. Tel.: (1) 804.5070 - Fax: (1) 804.5164.

J. Niall McGOVERN

Barrister-at-Law, Honorary Vice-President of the Comité Maritime International, Honorary Vice-President of the Comité Maritime International, 23 Merlyn Park, Ballsbridge, Dublin 4, Ireland. Tel. and Fax: (1) 269.1782.

Dermot J. McNULTY

Barrister-at-Law, President of the Irish Maritime Law Association, Director, Maritime Consultancy Services Ltd., 44 Tonglegree Road, Dublin 5, Ireland. Tel.: (1) 848.6059 - Fax: (1) 848.0562.

Hans G. MELLANDER

Former Vice-President and Legal Adviser to i.a. the Broström Group of Shipping Companies, the Eriksberg and Uddevalle Ship Yards and Svenska Handelsbanken, Delsjövägen 11, S-41266 Göteborg, Sweden.

Ignacio L. MELO Jr.

Lawyer, President of the Mexican Maritime Law Association, General Director of Asociacion Nacional de Agentes Navieros, Rio Marne no. 23, Col. Cuauhtemoc, C.P. Mexico 06500, Mexico D.F. Tel.: (5) 705.4561/705.4311 - Fax: (5) 520.7165 - E-mail: i.melo@spin.com.mx

Marcial José Z. MENDIZABAL

Doctor of law, Lawyer, Partner of Law Firm Edye, Roche, de la Vega y Ray, 25 de Mayo 489-5th Fl., 1339 Buenos Aires, R. Argentina. Tel.: (11) 4311.3011/4313.6620/6617 - Fax: (11) 4313.7765 - Tlx: 27181.

Titulary Members

Aurelio MENENDEZ MENENDEZ

Abogado, Presidente de la Comision de Codificacion, Rama Derecho Mercantil, Catedratico de Derecho Mercantil, Hermosilla 30, 28001 Madrid, Spain.

Thomas A. MENSAH

Dr., President of the Tribunal for the Law of the Sea, Wexstrasse 4, 20355 Hamburg, Deutschland. Tel.: (40) 3560.7280 - Fax: (40) 3560.7287.

Jes Anker MIKKELSEN

Attorney at Law (Dragsted Advokater), 29 Toldbodgade, DK-1253 Kobenhavn K, Denmark. Tel.: (33) 338.888 - Fax (33) 134.044.

Ljerka MINTAS-HODAK

Dr. iur., Research Assistant, Htzova 2, 10000 Zagreb, Croatia.

Alfredo MOHORADE

Doctor of law, Abogado, Sarmiento 412, 4th Fl., 1041 Buenos Aires, R. Argentina. Tel.: (1) 394.8223/7669 - Fax: (1) 394.8223.

Sumati MORARJEE (Mrs.)

Chairman Emeritus of Scindia Steam Navigation Co., Bombay, c/o Scindia House, Narottan Morarjee Marg. Ballard Estate Bombay 400 038, India.

Hidetaka MORIYA

Lawyer, Braun Moriya Hoashi & Kubota, Room 911, Iino Building, 1-1, 2-chome, Uchisaiwai-cho, Chiyoda-ku, Tokyo. Tel.: (3) 3504.0251 - Tlx: 0.222.3753 LAWYER J - Fax: (3) 3595.0985; Panel arbitrator of the Japan Commercial Arbitration Association and of the Japan Shipping Exchange Inc. Home: 33-17, Denenchofu 3-chome, Otaku, Tokyo, Japan.

James F. MOSELEY

Lawyer in Admiralty and Maritime Law, Moseley, Warren, Prichard & Parrish, 501 West Bay Street, Jacksonville, Florida 32202, U.S.A. Tel.: (904) 356.1306 - Fax: (904) 354.0194 - E-mail moseley@southeast.net.

Françoise MOUSSU-ODIER (Mme)

Chef du Service Juridique du Comité Central des Armateurs de France, 47 rue de Monceau, 75008 Paris, France. Tel.: (1) 42.65.36.04.

Walter MÜLLER

Docteur en droit, Conseiller Juridique, Vice-Président Honoraire du CMI, Ancien Président de l'Association Suisse de Droit Maritime, Aeussere Stammerau 10, CH-8500 Frauenfeld, Suisse. Tel.: (54) 54.21.73.56.

Norihiko NAGAI

Former President of Mitsui O.S.K. Lines Ltd, c/o M.O.L. 2-1-1 Toranomom, Minatoko, Tokyo, Japan.

Masakazu NAKANISHI

Chief Executive Secretary of The Hull Reinsurance Pool of Japan 1997, Sonpo-Kaikan Building, 9 Kanda Awajicho 2-Chome, Chiyoda-ku, Tokyo 101, Japan. Tel.: (3) 3255.1211 - Fax: (3) 3255.3922 - Home: 747-59 Ohzenji, Asoh-ku, Kawasaki-shi, Kanagawaken, Japan.

Part I - Organization of the CMI

Bent NIELSEN

Lawyer, Reumert & Partners, Bredgade 26, DK-1260 Copenhagen K, Denmark. Tel.: (33) 933.960 - Fax: (33) 933.950.

José Angel NORIEGA PEREZ

Doctor of law, Lawyer, Partner of law firm Arosemena, Noriega & Castro, Professor of civil and commercial law at the University of Panama, Member of the Academy of Law, member of the Banking Law Institute, former President of the Maritime Law Association, Member of the National Bar Association, of the Interamerican Bar Association and the International Bar Association. P.O. Box 5246, Panama 5, Panama.

Seiichi OCHIAI

Professor at the University of Tokyo, 6-5-2-302 Nishi-shinjyuku-ku, Tokyo 160, Japan.

Michael A. ODESANYA

The Right Honourable Michael A. Odesanya, Former Judge of High Court of Lagos State of Nigeria, Former President O.A.U. Commission for Mediation, Conciliation and Arbitration, Nigerian Maritime Law Association, 22a Jebba Street West, Ebute-Metta, Box 245, Lagos, Nigeria.

Chris O. OGUNBANJO

Chief Chris O. Ogunbanjo, Solicitor of the Supreme Court of Nigeria, President of the Nigerian Maritime Law Association, 3 Hospital Road, Box 245, Lagos, Nigeria.

Colm OHOISIN

Barrister-at-Law, Law Library, P.O. Box 4460, Law Library Building, 158/9 Church Street, Dublin 7, Ireland. Tel.: (1) 804.5088 - Fax: (1) 804.5151.

Tsuneo OHTORI

Advocate, Emeritus Professor of the University of Tokyo, President of the Japanese Maritime Law Association, Honorary Vice-President of the Comité Maritime International, 6-2-9-503 Hongo, Bunkyo-ku, Tokyo 113, Japan.

Barry OLAND

Barrister and Solicitor, President of the Canadian Maritime Law Association, Box 11547, Vancouver Centre, 2020-650 West Georgia Street, Vancouver, British Columbia, Canada V6B 4N7. Tel.: (604) 683.9621 - Fax: (604) 669.4556 - E-mail: aboland@shiplaw.com.

Maria Cristina de OLIVEIRA PADILHA (Mrs.)

Judge of the Maritime Court, c/o Pedro Calmon Filho & Associados, Av. Franklin Roosevelt 194/8, 20021 Rio de Janeiro, Brasil. Tel.: (21) 220.2323 - Tlx:2121606 PCFA BR.

Manuel OLIVENCIA RUIZ

Catedrático de Derecho Mercantil de la Universidad de Sevilla, Delegado de España en Uncitral, Presidente de Comité Regional de Sevilla Asociación Española de Derecho Marítimo, Paseo de la Palmera 15, 41013 Sevilla, España.

Charles D. ONYEAMA

The Right Honourable Mr. Justice Charles D. Onyeama, Former Justice of the Supreme Court of Nigeria, Former Justice of the International Court at The Hague, Nigerian Maritime Law Association, 22a Jebba Street West, Ebute-Metta, Box 245, Lagos, Nigeria.

Titulary Members

David R. OWEN

Advocate, Semmes Bowen & Semmes, Former President of the Maritime Law Association of the United States, 250 W. Pratt Street, Baltimore, Maryland 21201, U.S.A. Tel.: (410) 583.5556 - Fax: (410) 583.1333.

Claës PALME

Advocate, Honorary Member and former Honorary Secretary of the Swedish Association of International Maritime Law, Sturegatan 36B, S-11436, Stockholm, Sweden.

Richard W. PALMER

Advocate, Palmer Biezup & Henderson, Former President of The Maritime Law Association of the United States, 600 Chestnut Street, Public Ledger Building, Independence Square, Philadelphia, Pennsylvania 19106, U.S.A.

Nils-Gustaf PALMGREN

Managing Director, Neptun Juridica Co. Ltd., Past President of the Finnish Maritime Law Association, Bulevardi 1A, 00100 Helsinki, Finland. Tel.: (8) 626.688 - Fax: (8) 628.797.

Roger PARENTHOU

Dispacheur, Secrétaire Général Honoraire du Comité des Assureurs Maritimes de Marseille, Chargé d'Enseignement aux Facultés de Droit et de Sciences Politiques d'Aix-en-Provence et de Lyon, "La Michelière", Chemin des Garrigues, 83 147 Le Val, France.

Emilio PASANISI

Avocat, Conseiller à la Cour des Comptes, Via del Casaleto, 483, 00151 Roma, Italie. Tel.: (06) 534.6336.

Camilla PASANISI-DAGNA (Mme)

Avocat, Conseiller de l'Association Italienne de Droit Maritime, Via del Casaleto 483, 00151 Roma, Italie. Tel.: (06) 534.6336.

Gordon W. PAULSEN

Lawyer, Former President of The Maritime Law Association of The United States, Member of the Firm Healy & Baillie, 29 Broadway, New York, N.Y. 10006, U.S.A. Tel.: (212) 943.3980 - Fax (212) 425.0131.

Drago PAVIC

Doctor of law, Professor of Law, "Croatia" Insurance Corporation, Marine Association Limited, Branch Office Split, Kraj svete Marije 1, 58000 Split, Croatia. Tel.: (58) 355.771 - Fax: (58) 584.8949.

Jean S. PERRAKIS

Advocate, The Supreme Court of Greece, Vasilissis Sioufas 120, 185321 Piraeus 7, Greece. Tel. (1) 452.3417 - Tlx: 212.807 - Fax: (1) 452.2138.

Allan PHILIP

Dr. Jur., Advocate, Professor at the University of Copenhagen, Vognmagergade 7, DK-1120 Copenhagen, Denmark. Tel.: (33) 131.112 - Fax: (33) 328.045 - E-mail: lawoffice@philip.dk.

André PIERRON

Expert Répartiteur d'Avaries Communes, 3 Avenue de Saige, 33600 Pessac, France. Tel.: (1) 56.45.03.47.

Part I - Organization of the CMI

Knud PONTOPPIDAN

Advocate, Rederiet A.P.Möller, Esplanaden 50, DK-1298 Copenhagen K, Denmark. Tel.: (33) 633.363 - Fax: (33) 633.644.

Alfred H.E. POPP Q.C.

Senior General Counsel Admiralty & Maritime Law Department of Justice, Maritime Law Secretariat, Place de Ville, Tower C, Room 1758, 330 Sparks Street, Ottawa, Ontario, K1A 0N5, Canada. Tel.: (613) 957.4666 - Fax: (613) 990.5777.

Vincent Mark PRAGER B.A, B.C.L.

Partner of Stikeman, Elliott, 1155 Blvd. René-Lévesque W., 40th Flr., Montreal, Quebec, H3B 3V2, Canada. Tel.: (514) 397.3130 - Fax: (514) 397.3222.

Manuel QUIROGA CARMONA

Lawyer LL.M. (Southampton), member of the Executive Committee of the Peruvian Maritime Law Association, Los Geranios no. 209, Lince, Lima, Perú.

Dieter RABE

Doctor of law, Attorney at Law, Sozietät Schön, Nolte, Finkelnburg & Clemm, Warburgstrasse 50, 20354 Hamburg, Deutschland. Tel.: (40) 414.030 - Fax: (40) 414.031.

L.M.S. RAJWAR

Managing Director India Steamship Co.Ltd., 21 Hemanta Basu Sarani, Calcutta 700 001, India.

Jan RAMBERG

Professor of Law at the University of Stockholm, Honorary Vice President of the Comité Maritime International, Past President of the Swedish Maritime Law Association, Residence: Vretvägen 13, S-183 63 Täby, Sweden. Tel.: (8) 756.6225/756.5458 Fax: (8) 756.2460. / Office: AB Intralaw Birger Jarlsgatan 23, S-111 45 Stockholm, Sweden. Tel.: (8) 611.6440/611.6550 - Fax: (8) 611.6570.

Sigifredo RAMIREZ CARMONA

Captain-Colombian Merchant Marine, Lawyer-Admiralty law, Maritime surveyor, Lecturer at the Naval School and at the University, Carrera 15 no. 99-13, Of. 503, Santafé de Bogota, Colombia. Tel.: (1) 610.9329/218.7873 - Fax: (1) 610.9329.

Knut RASMUSSEN

Barrister, Partner in the lawfirm Bugge, Arentz Hansen & Rasmussen, Stranden 1, Postboks 1524 Vika, N-0117 Oslo 1, Norway. Tel.: (2) 830.270 - Fax: (2) 830.795.

Uffe Lind RASMUSSEN

Head of Division Danish Shipowners' Association, Amaliegade 33, DK-1256 Kobenhavn K, Denmark. Tel.: (33) 114.088 - Fax: (33) 116.111.

José Domingo RAY

Professor Emeritus of the Faculty of Law and Social Science of the University of Buenos Aires, Member of the National Academy of Law and Social Science, President of the Argentine Maritime Law Association, Honorary Vice-President of Comité Maritime International, 25 de Mayo 489, 5th fl., 1339 Buenos Aires, Argentina. Tel.: (11) 4311.3011/4-(11) 4313.6620/6617 - Fax: (11) 4313.7765 - E-mail: jdray@movi.com.ar.

Titulary Members

Patrice REMBAUVILLE-NICOLLE

Avocat à la Cour d'Appel de Paris, Membre du Barreau de Paris, Associé/Partner de la Société d'Avocats Rembauville-Nicolle, Bureau et Michau, 161 Bld. Haussmann, F-75008 Paris, France. Tel.: (1) 45.63.63.36 - Fax: (1) 45.61.49.41.

Thomas M. REME'

Doctor of law, Attorney at Law, Vice-President of the German Maritime Law Association, Röhreke, Boye, Remé & v. Werder, Ballindamm 26, 20095 Hamburg, Deutschland. Tel.: (40) 322.565 - Fax: (40) 327.569 - E-mail: info@rohreke.de.

Martine REMOND-GOUILLOUD (Mme)

Professeur de Droit Maritime et de Transport, prix de l'Académie de Marine, diplômée de l'Institut des Etudes politiques de Paris, ancien auditeur de l'Institut des Hautes Etudes de Défense Nationale, Chevalier du Mérite Maritime; 19 Rue Charles V, F-75004 Paris, France. Tel.: (1) 42.77.69.30 - Fax: (1) 42.77.55.44.

Rafaël REYERO A.

Lawyer, Legal Commercial Manager at Petroquímica de Venezuela S.A.(Pequiven), Professor at Escuela Superior de la Marina Mercante, Caracas, Calle Maneuere quinta "R.R.", El Marques, Caracas, Venezuela.

Walther RICHTER

Doctor of law, Professor, Former President of the Hanseatisches Oberlandesgericht Bremen, Former President of the Deutscher Verein für Internationales Seerecht, Mackensenweg 4, 28195 Bremen, Deutschland.

Frode RINGDAL

Professor, Former President of the Norwegian Maritime Law Association, Partner Law Firm Vogt & Co., Roald Amundsensgt. 6, P.O.Box 1503 Vika, N-0117 Oslo, Norway. Tel.: (22) 410.190 - Fax: (22) 425.485 - Tlx: 71236 LAWAD N.

David ROBLES

Lawyer in Admiralty and Maritime Law, Member of the Maritime Law Associations of Panama and The United States, Senior partner, Law Firm of De Castro & Robles, P.O. Box 7082, Panama City 5, Panama. Tel.: (507) 263.6622 - Fax: (507) 263.6594.

José Luis RODRIGUEZ CARRION

University Commercial Law Professor, Master Mariner, c/o Estudios Marítimo Mercantil, Abogados, Av. Ramon de Carranza 20, 11006 Cadiz, Spain. Tel.: (56) 25.22.00 - Fax: (56) 26.16.55/25.40.16.

Jean-Serge ROHART

Avocat à la Cour, membre du Conseil Exécutif du CMI, Président de l'Association Française du Droit Maritime, Villeneuve Rohart Simon & Associés, 15 Place du Général Catroux, F-75017 Paris, France. Tel.: (1) 46.22.51.73 - Fax: (1) 47.54.90.78.

Ioannis ROKAS

Doctor of law, Professor at the University of Athens, 25 Voukourestiou Street, 10671 Athens, Greece. Tel.: (1) 3616803/3616816 - Tlx: 214168 PECA GR - Fax: (1) 361.5425.

Roger ROLAND

Avocat, Chargé de cours de droit maritime et des transports, ainsi que d'assurances maritimes à la Faculté de Droit de l'Université d'Anvers, Directeur et rédacteur de la revue de la Jurisprudence du Port d'Anvers, Mechelsesteenweg 136, 2018 Antwerpen, Belgique.

Part I - Organization of the CMI

F. ROMERO CARRANZA

Doctor of law, Lawyer, Professor of Navigation Law at the Faculty of Law at the National Buenos Aires University, Member of the Executive Council of the Argentine Maritime Law Association, c/o Richards, Romero Carranza & Szeimbaum, L.N. Alem 1067, 15th Fl., 1001 Buenos Aires, Argentina. Tel.: (1) 313.6536/9619-311.1091/9 - Fax: (1) 313.6875/9343/6066.

Robert ROMLÖV

Advocate, partner Advokatfirman Vinge, P.O.Box 11025, S-40421 Göteborg, Sweden, Past President Gothenburg Maritime Law Association, Vice-President of the Swedish Maritime Law Association. Tel.: (31) 805.100 - Tlx: 21119 VINGE S - Fax: (31) 158.811.

Annibale ROSSI

43, Rue des Sablons, 2000 Neuchâtel, Switzerland. Tel.: (32) 724.4326.

Sjoerd ROYER

President of the Supreme Court of the Netherlands, Member of the Parliament Court of Arbitration, P.O.Box 20303, 2500 EH The Hague Nederland.

Fernando RUIZ-GALVEZ y LOPEZ de OBREGON

Abogado, Alfonso XI, 7-2º Izda., 28014 Madrid, Spain. Tel.: (91) 532.0062 - Fax: (91) 532.3897.

Fernando RUIZ-GALVEZ VILLAVERDE

Professor of Maritime Law, European Institute of Maritime Law, Gijon, Spanish Maritime Institute, Madrid, c/o Ruiz-Gálvez Abogados, c/Alfonso XI, N. 7, 2º Izqda, 28014, Madrid, Spain. Tel.: (91) 532.0062 - Fax: (91) 532.3897.

Christer RUNE

Former Justice of Appeal, Stenkullav, 6, S-112 65 Stockholm, Sweden. Tel.: (8) 656.3020 - Fax: (8) 656.3090.

Richard RUTHERFORD

Adjuster of Marine Claims, 10, Glebehyrst, Sanderstead (Surrey), England.

Yuichi SAKATA

Attorney at Law, Legal Adviser to the Japanese Shipowners' Association and Nippon Yusen Kabushiki Kaisha, Home: 900-5-34-21 Owada-shinden, Yachiyo-shi, Chiba 276-0046, Japan. Tel.: (3) 3646.3135 - Fax: (3) 3615.5697.

Ronald John SALTER

Solicitor, former President of the Maritime Law Association of Australia and New Zealand, Member of the Executive Council of CMI, Chairman of Partners of Phillips Fox, 120 Collins Street, Melbourne, Victoria 3000, Australia. Tel.: (3) 274.5000 - Fax: (3) 274.5111 - E-mail: salterr@melb.phillipsfox.com.au.

Fernando SANCHEZ CALERO

Abogado, Catedrático de Derecho Mercantil en la Universidad de Madrid, Anct. Président de l'Association Espagnole de Droit Maritime, Quintana, 2-2º, 28008, Madrid, Spain.

Julio SANCHEZ-VEGAS

Doctor of law, Venezuelan lawyer, Master in Maritime Insurance and Aviation, University of London, England, Professor in Maritime Law in "Rafael Urdaneta" University, "Andrés Bello" Catholic University and the School for Higher Studies of the Merchant Marine,

Titulary Members

VMLA's Vice-President of Insurance, Centro Ciudad Comercial Tamanaco, Ofic. 803, Piso 8, Torre A, Chuao, Caracas 1060, Venezuela. Tel.: (2) 959.2236 - Fax: (2) 959.8051.

Jan SANDSTRÖM

General Average Adjuster, Professor at the University of Gothenburg, former President of the Gothenburg Maritime Law Association, Box 2040, S-436 02 Hovas, Sweden. Tel.: (31) 91.22.90 - Fax: (31) 91.11.97.

Guillermo SARMIENTO RODRIGUEZ

Doctor of law, Abogado, Former President of the Asociacion Colombiana de Estudios Maritimos (Colombian Association of Maritime Studies), Carrera 7a, No.24-89, Oficina 1803, Bogota D.E., Colombia.

Gregorio SCHARIFKER

La Continental Venezolana de Seguros, C.A., Edf. Torre Lincoln, piso 7, Av. Abraham Lincoln, Sabana Grande, Caracas, Venezuela. Tel.: (2) 781.9222 - Tlx: 22703.

Peter F. SCHRÖDER De S. KOLLONTANYI

Average Adjuster, Director of the VMLA, Pandica, C.A., Torre Banco Lara, Piso 11, Ofic. C-D, Esquina Mijares, Altigracia, Caracas 1010, P.O.Box: Apartado Postal 2792, Caracas 1010, Venezuela.

Nicholas G. SCORINIS

Barrister and Solicitor, The Supreme Court of Greece, Principal of Scorinis Law Offices (est. 1969), ex Master Mariner, 67 Iroon Polytechniou Avenue, Piraeus, Greece. Tel.: (1) 418.1818 - Fax: (1) 418.1822 - Tlx: 213842 NGS GR.

Richard A.A. SHAW

Solicitor, former Senior Partner and now Consultant to Shaw and Croft, London EC3A 7BU; now Senior Research Fellow at the University of Southampton Institute of Maritime Law, Southampton SO17 1BJ - E-mail: iml@soton.ac.uk. Correspondence address: 60, Battledean Road, London N5 1UZ, England. Tel.: (171) 226.8602 - Fax: (171) 690.7241.

Francesco SICCARDI

Lawyer, Studio Legale Siccardi, Via Serra 2/8, 16122 Genova, Italia. Tel.: (010) 543.951 - Tlx: 281140 Massic - Fax: (010) 564.614.

Patrick SIMON

Avocat à la Cour, SCP Villeneuve Rohart Simon & Associés, 15 Place du Général Catroux, 75017 Paris, France. Tel.: (1) 46.22.51.73 - Fax: (1) 47.54.90.78.

Robert SIMPSON

Marine Underwriter, Consultant assurance maritime, 1948 de Cambrai, St. Bruno de Montarville, Qué. J3V 3J3, Canada. Tel.: (514) 653.6695 - Fax: (514) 653.6926.

John W. SIMS

Advocate, Former President of The Maritime Law Association of the United States, 30th Floor, Texaco Center, 400 Poydras Street, New Orleans La. 70130, U.S.A.

Panayotis SOTIROPOULOS

Docteur en droit, ancien Président et membre de l'Association Hellénique de Droit Maritime, Avocat à la Cour d'Appel et à la Cour de Cassation, Lykavittou 4, 106 71 Athens, Greece. Tel.: (1) 363.0017/360.4676 - Fax: (1) 364.6674 - E-mail: law-sotiropoulos@ath.forthnet.gr.

Part I - Organization of the CMI

Mary SPOLLEN (Miss)

Barrister-at-Law, Manager, Legal and Marine, Irish National Petroleum Corporation, Warrington House, Mount Street Crescent, Dublin 2, Ireland. Tel.: (1) 660.7966 - Fax: (1) 660.7952.

Pedrag STANKOVIC

Professor at the University of Rijeka, Studentska 2, Croatia. Tel.: (51) 38411 - Tlx: 24308, Private: A. Barca 3B, 51000 Rijeka, Croatia. Tel.: (51) 30270.

Graydon S. STARING

Attorney, Former President of the Maritime Law Association of the United States, Lillick McHose & Charles, Two Embarcadero Center, San Francisco, Ca 94111, U.S.A.

Arthur J. STONE

The Honourable Mr. Justice Stone, Judge Federal Court of Appeal, Supreme Court Building, Wellington Street, Ottawa, Ontario, K1A 0H9 Canada. Tel.: (613) 995.4613 - Fax: (613) 941.4869.

Tova STRASSBERG-COHEN

Judge, President of the Israel Maritime Law Association, Supreme Court, Jerusalem, Israel. Tel.: (2) 759.7171.

William Garth SYMMERS

Advocate, 444 East 52nd Street, New York, N.Y. 10022-6446, U.S.A. Tel.: (212) 758.3916.

Akira TAKAKUWA

Professor of Law at Kyoto University, 24-4 Kichijojiminamicho 4-chome, Musashino-shi, Tokyo 180, Japan.

H. S. TALAVERA

Doctor of law, Lawyer, Professor of Navigation Law, Faculty of Law at the National Buenos-Aires University and La Plata University, Ave de Mayo 784-4°, Buenos Aires, Argentina. Tel.: (1) 34.7216/30.9141.

Hisashi TANIKAWA, Ph. D.

Professor of Law of Seiki University, Vice President of the Japanese Maritime Law Association, Vice President of the CMI, Tanakayama Bldg., 7F, 4-1-20, Toranomon Minato-ku, Tokyo 105-0001. Tel.: (3) 3434.7701 - Fax: (3) 3434.7703 - E-mail: KHCO4203@niftyserve.or.jp.

Gérard TANTIN

Avocat, 55, Rue Claude Bernard, 75005 Paris, France.

Yves TASSEL

Professeur à l'Université de Nantes, Directeur du Centre de droit maritime, Conseiller juridique du Droit Maritime Français, 7 rue docteur Heurteaux, 44000 Nantes, France. Tel.: 40.20.15.47 - Fax: 40.29.19.21.

David W. TAYLOR

Clifford Chance, 200 Aldersgate Street, London EC1A 4JJ, England. Tel.: (171) 956.0099 - Fax: (171) 956.0161.

*Titulary Members***William TETLEY Q.C.**

Professor at the McGill University, Honorary Vice President of the CMI, McGill University, 3644 Peel Street, Montreal, Quebec H3A 1W9, Canada. Tel.: (514) 398.6619 (Office) / (514) 733.8049 (home) - Fax: (514) 398.4659 - Tlx: 05-268510 McGill.

Henrik THAL JANTZEN

Lawyer, the law firm Reumert & Partners, Bredgade 26, 1260 Kobenhavn K., Denmark. Tel.: (33) 933.960 - Fax: (33) 933.950 - E-mail: RP@REUMERT.DK.

Alain TINAYRE

Avocat, Ancien Membre du Conseil de l'Ordre, Cabinet Tinayre, Duteil, Tardieu & Associés, 7, Rue Moncey F-75009 Paris, France. Tel.: (1) 45.26.35.81 - Tlx: 648.494 Avoclex - Fax: (1) 48.74.69.78.

Shûzo TODA

Emeritus Professor of the University of Chûo, 9-15, 2 chome. Sakurazutsumi, Musashino-Shi, Tokyo, Japan.

Armando TORRES PARTIDAS

Doctor of law, Former President of the Asociacion Venezolana de Derecho Maritimo, Abogado, Centro Parque Carabobo, piso 5, Ofic. 511, Av. Universidad entre Monroy y Misericordia, Caracas, Venezuela. Tlx: 24999.

Lionel TRICOT

Avocat, Ancien Président de l'Association Belge de Droit Maritime, Professeur Extraordinaire Emérite à la Katholieke Universiteit Leuven, Professeur Emérite à UFSIA-Anvers, Italiëlei 108, B-2000 Antwerpen 1, Belgique. Tel.: (3) 233.2766 - Fax: (3) 231.3675.

Sergio TURCI

Lawyer, Studio Legale Turci, Via R. Ceccardi 4/30, 16121 Genova, Italia. Tel.: (010) 553.5250 - Tlx: 272205 Turci - Fax: (010) 595.414.

Wagner ULLOA FERRER

Lawyer, Past-President Asociacion Venezolana de Derecho Maritimo, Torre Banco Lara, piso 11. Ofic.A-B, Esquina de Mijares, Caracas 1010, Venezuela. Tlx: 27245 - Fax: (2) 838.119.

Anders ULRIK

Barrister, Deputy Director, Assuranceforeningen Skuld and Danish Shipowners' Defense Association, Frederiksborggade 15, 1360 Kobenhavn K., Denmark. Tel.: (33) 116.861 - Fax: (33) 113.341.

Percy URDAY BERENGUEL

Doctor of law, Lawyer LL.M. (London), Secretary-General of the Peruvian Maritime Law Association, Calle Chacarilla no. 485, San Isidro, Lima, Perú.

Rodrigo URIA GONZALEZ

Avocat, Catedrático de Derecho Mercantil, C/Jorge Juan 6, 28001 Madrid, Spain.

Jozef VAN DEN HEUVEL

Ancien Bâtonnier et avocat, Professeur Extraordinaire: Vrije Universiteit Brussel, Professeur au RUCA Antwerpen, Frankrijklei 117, B-2000 Antwerpen 1, Belgique.

Part I - Organization of the CMI

Gertjan VAN DER ZIEL

Professor of Transportation Law at Erasmus University Rotterdam, c/o Doornstraat 23, 3151 VA Hoek van Holland, Netherlands. Tel.: (174) 384.997 – Fax: (174) 387.146 – E-mail: vanderziel@frg.eur.nl.

Philippe VAN HAVRE

Docteur en droit et dispacheur, Firme Langlois & Co., Frankrijklei 115, B-2000 Antwerpen 1, Belgique. Tel.: (3) 225.0655 - Fax: (3) 232.8824.

Antoine VIALARD

Professeur de Droit Maritime à la Faculté de Droit, des Sciences Sociales et Politiques de l'Université de Bordeaux, Avenue Léon-Duguit, 33604 Pessac, France. Tel.: 56.84.85.58 - Fax: 56.37.00.25.

Ricardo VIGIL TOLEDO

LL. M., Advocate, former Vice-President of the Peruvian Maritime Law Association, Chief, Maritime Legislation Section, Services Development, Shipping Division of UNCTAD, Palais des Nations, Room E.10076, CH1211 Geneva 10, Switzerland.

Michael VILLADSEN

Lawyer, Frue Kirkeplads 4, P.O.Box 312, 8100 Aarhus C., Denmark. Tel.: (89) 310.101 - Fax: (89) 310.0000 - E-mail: phj@aros.dk.

Henri VOET Jr.

Docteur en Droit, Dispacheur, Henry Voet-Genicot, Mechelsesteenweg 203 (bus 6) B-2018 Antwerpen 1, Belgique. Tel.: (3) 218.7464 - Fax: (3) 218.6721.

Kenneth H. VOLK

Lawyer, Past President of the MLA of the United States, Partner in McLane, Graf, Raulerson & Middleton, Thirty Penhallow Street, P.O.Box 4316, Portsmouth, N.H. 03802-4316, U.S.A. Tel.: (603) 436.2818 - Fax: (603) 436.5672 - E-mail: kenneth.volk@mcclane.com.

Enzio VOLL

Professeur de droit maritime, Président du Comité de Trieste de l'Association Italienne de Droit Maritime, Via S. Nicolò 30, 34131 Trieste, Italie. Tel.: (040) 68.384 - Tlx: 460425 - Fax: (040) 360.263.

Alexander von ZIEGLER

Associate Professor (Privatdozent) at the University of Zurich, Doctor of Law, LL.M. in Admiralty (Tulane), Attorney at Law, President of the Swiss Maritime Law Association, Secretary General of CMI, Partner of Schellenberg & Haissly, Löwenstrasse 19, Postfach 6333, CH-8023 Zürich, Suisse. Tel.: (1) 215.5252 - Fax: (1) 215.5200 - E-mail: alexander.vonziegler@shlex.ch

D. J. LLOYD WATKINS

Barrister, 3rd Floor, 78 Fenchurch Street, London EC3M 4BT, England. Tel.: (171) 488.0078 - Tlx: 884444 - Fax: (171) 480.7877.

Francisco WEIL

Average Adjuster and Honorary Treasurer of the Executive Council of the Argentine Maritime Law Association, c/o Ascoli & Weil, Juan D. Peron 328, 4th Fl., 1038 Buenos Aires, Argentina. Tel.: (1) 342.0081/3 - Fax: (1) 361.7150.

Titulary Members

Peter WILLIS LL. B.

Former President of The Maritime Law Association of Australia & New Zealand, Solicitor, 35 Thornton Street, KEW. 3101, Australia. Tel.: 861.9828.

Frank L. WISWALL, Jr.

J.D., Ph.D.jur. (Cantab) of the Bars of Maine, New York and the U.S. Supreme Court, Attorney and Counselor at Law, Proctor and Advocate in Admiralty, former Chairman of the IMO Legal Committee, Professor at the World Maritime University, the IMO International Maritime Law Institute and the Maine Maritime Academy, Executive Councillor of the CMI, P.O.Box 201, Castine, Maine 04421-0201, U.S.A. Tel.: (207) 326.9460 - Fax: (207) 326.9178 - E-mail: fwiswall@acadia.net.

R. WOLFSON

Advocate, Past President of the Israel Maritime Law Association, 63, Haazmuth Road, P.O.Box 33.381 Haifa, 31.333 Israel.

Akihiko YAMAMICHI

Attorney at Law, Member of the Japanese Maritime Arbitration, Senior Partner Yamamichi & Uono, 2-10-22, Kugenuma Sakuragaoku, Fujisawa, Kanagawaken, Japan.

Tomonobu YAMASHITA

Secretary General of the Japanese Maritime Law Association, Professor of Law at the University of Tokyo, 3-32-2-401 Akatsuka-shinmachi, Itabashi-ku, Tokyo 175, Japan.
E-mail: yamashita@j.u-tokyo.ac.jp.

Part I - Organization of the CMI

CONSULTATIVE MEMBERS

Intergovernmental Organizations

INTERNATIONAL MARITIME ORGANIZATION - IMO

Legal & External Relations Division

4 Albert Embankment

London SE1 7SR

UNITED KINGDOM

Att: Rosalie P. Balkin
Director

INTERNATIONAL OIL POLLUTION COMPENSATION FUND - IOPCF

4 Albert Embankment

London SE1 7SR

UNITED KINGDOM

Att: Mans Jacobsson,
Director

Other International Organizations

BALTIC AND INTERNATIONAL MARITIME CONFERENCE - BIMCO

Bagsvaerdvej 161

DK-2880 Bagsvaerd

DENMARK

Att: Mr. Finn Frandsen
Secretary-General

INDEPENDENT TANK OWNERS POLLUTION FEDERATION - ITOPF

Staple Hall

Stonehouse Court

87-90 Houndsditch

London EC3A 7AX

UNITED KINGDOM

Att: Dr. Ian C. White
Managing Director

INTERNATIONAL ASSOCIATION OF DRY CARGO SHIPOWNERS - INTERCARGO

2nd Floor, 4 London Wall Buildings

Blomfield Street

London EC2M 5MT

UNITED KINGDOM

Att: Bruce Farthing
Consultant Director

Consultative Members

INTERNATIONAL ASSOCIATION OF PORTS AND HARBOURS - IAPH

Kono Building
1-23-9 Nishi-Shimbashi
Minato-ku
105-0003
JAPAN

INTERNATIONAL CHAMBER OF COMMERCE - ICC

Maritime and Surface Transport Division
38 Cours Albert 1er
F-75008 Paris
FRANCE

Att: Maria Livanos Cattani
Secretary-General

IBERO-AMERICAN INSTITUTE OF MARITIME LAW - IIDM

Carrera 7 No. 24-89, Ofic. 1803
Santa Fé de Bogota D.C. 1
COLOMBIA

Att: Guillermo Sarmiento Rodriguez

INTERNATIONAL ASSOCIATION OF INDEPENDENT TANKER OWNERS - INTER-TANCO

Postboks 7518
Skillebekk
N-0205 Oslo
NORWAY

Att: Svein Ringbakken
Legal Counsel

INTERNATIONAL BAR ASSOCIATION - IBA

271 Regent Street
London W1R 7PA
UNITED KINGDOM

Att: Jonathan Lux
Chairman

INTERNATIONAL CHAMBER OF SHIPPING - ICS

Carthusian Court
12 Carthusian Street
London EC1M 6EB
UNITED KINGDOM

Att: J.C.S. Horrocks
Secretary-General

INTERNATIONAL FEDERATION OF FREIGHT FORWARDERS' ASSOCIATION - FIATA

Baumackerstrasse 24
CH-8050 Zurich
SWITZERLAND

Att: Brian Kelleher
President

Part I - Organization of the CMI

INTERNATIONAL MARITIME INDUSTRIES FORUM - MIF
15A Hanover Street
London W1R 9HG
UNITED KINGDOM

Att: J.G. Davies, C.B.E.
Chairman

INTERNATIONAL GROUP OF P&I CLUBS - IGP&I
78 Fenchurch Street
London EC3M 4BT
UNITED KINGDOM

Att: D.J. Lloyd Watkins
Secretary and Executive Officer

INTERNATIONAL UNION OF MARINE INSURANCE - IUMI
Löwenstrasse 19
P.O. Box 6333
CH-8023 Zurich
SWITZERLAND

Att: Stefan Peller
General Secretary

PART II

The Work of the CMI

ISSUES OF TRANSPORT LAW

REPORT OF THE CMI STEERING COMMITTEE

by Alexander von Ziegler

I Background

One of the first tasks of the CMI in the beginning of the 20th Century was to unify the law relating to the Carriage of Goods by Sea. The international instruments regulating that body of law were prepared by the CMI in form of the Brussels Conventions of 1924 (*Hague Rules*) and the two Protocols of 1968 (*Visby Rules*) and 1979 (*SDR Protocol*). After that time the Hague Rules were the internationally accepted and applied regime for issues of carriage of goods by sea and were adopted almost uniformly around the globe. With the creation of the United Nations Convention on the Carriage of Goods by Sea of 1978 (*Hamburg Rules*) debates on the proper international regime arose. Quite recently some national laws have been amended to incorporate some aspects of law which were not covered by the Hague and Hague-Visby Rules but, to some extent, by the Hamburg Rules. The result of this is that an increasing number of different legal regimes and variants are created. It is obvious that this development will eventually lead to a disunification in an area of law which was so successfully unified almost 80 years ago. The growing concern regarding this development made the Executive Council decide to embark on the issue of unification in the field of carriage of goods by sea. At the XXXIVth International Conference of the Comité Maritime International in Paris in 1990 a report on selected issues of the Hague-Visby Rules was adopted and possible solutions established⁽¹⁾. In the course of the following years this project has been developed further and during the Centenary Conference of the CMI in Antwerp in 1997 a report was tabled for further discussion. It is intended that, in its final form, it will be the basis for further work in this field of law should the issue be placed on a future agenda of an inter-governmental organisation⁽²⁾.

⁽¹⁾ Uniformity of the Law of Carriage of Goods by Sea in the Nineteen Nineties. CMI Y.B. 1990. Paris II, pp. 103 - 177.

⁽²⁾ Uniformity of the Law of the Carriage of Goods by Sea. CMI Y.B. 1997, Antwerp I. Centenary Conference 1997, pp. 343 - 419.

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At the same time and more particularly in the course of the work of UNCITRAL relating to the electronic commerce it was recognised that in order to be able to translate the trade practice into electronic means it was necessary to unify the law not only in relation to issues of liability but also for the entire transport law⁽³⁾. The relevant section of the UNCITRAL Report reads as follows:

210. It was proposed that the Commission should 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 in the areas where no such rules existed and with a view to achieving greater uniformity of laws than has so far been achieved. In making the suggestion, reference was made to the preliminary discussion that had taken place at the thirtieth session (1996) of the Working Group on Electronic Data Interchange about possible future work on issues of transport law other than those concerning EDI (A/CN.9/421, paras. 104-108). It was said that existing national laws and international conventions left significant gaps regarding issues such as the functioning of the 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 to 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.

211. It was 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. It was also suggested that obtaining the views of the commercial sectors involved would be very important. 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. It was said that such information-gathering exercise by the Secretariat should encompass a broad range of issues in the carriage of goods by sea and in related areas such as terminal operations and multimodal carriage.

212. Several reservations were expressed with regard to the suggestion. One was that the issues to be covered were numerous and complex, which

⁽³⁾ Report of the United Nations Commission on International Trade Law on the Work of its Twenty-Ninth Session, 28 May - 14 June 1996, points 210 - 215, reprinted in CMI Y.B. 1997, Antwerp I, Centenary Conference, pp. 354 - 355.

would strain the limited resources of the Secretariat. Engaging for that purpose the resources of the Secretariat and the time of the Commission or a working group would delay work on other topics that were, or were about to be, put on the agenda of the Commission. Those topics, it was said, should be given priority relative to the suggested work on transport law.

213. Furthermore, 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, the danger existed that the disharmony of laws would increase.

214. 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, since the Hamburg Rules, elaborated by the United Nations, had already provided modern solutions. 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 were not or were not adequately dealt with in treaties.

215. In view of the differing views, the Commission did not include the consideration of the suggested issues on its agenda at present. 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 (ICC), the International Union of Marine Insurance (IUMI), the International Federation of Freight Forwarders Associations (FIATA), the International Chamber of Shipping (ICS) and the International Association of Ports and Harbours (IAHP). An analysis of such information should be prepared for a future session of the Commission by the Secretariat when its resources so permitted without adversely affecting the work on current items of its work programme. On the basis of that analysis the Commission would be able to decide on the nature and scope of any future work that might usefully be undertaken by it.

II Organization of the Work of CMI

UNCITRAL has indicated that it would be happy for CMI to take the lead in this regard and to organise, together with all international organisations involved, further work on the above mentioned issues of transport law. CMI has

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taken up this challenge and has started to organise this new work of the CMI and structure the method of the cooperation with the other international organisations involved in this project:

(i) *Steering Committee*

Realising that this work will constitute a major project a special *Steering Committee* was established which will have to coordinate all work done in the individual Working Groups and in International Sub-Committees and also have a permanent dialogue with the international organisations and inter-governmental organisations involved.

(ii) *Working Group and International Sub-Committee on the Uniformity of the Law on Carriage of Goods by Sea (liability aspects)*

It is possible that the work on issues of transport law as outlined in the UNCITRAL Report might also impinge on questions of liability. The International Sub-Committee on the Uniformity of the Law on Carriage of Goods by Sea which has been looking at aspects of liability might resume its work and finalise a document which eventually could be integrated in one form or another in an overall project.

(iii) *Working Group on Issues of Transport Law (aspects of the functionality of the bill of lading and of other issues of transport law)*

In this Working Group and most probably in more than one International Sub-Committee all issues of transport law not yet unified by international conventions will be identified. In the tradition of the CMI, rules, customs of the trade and legal principles will be collected which could be said to form a sort of *lex maritima* or *lex mercatoria*. As a first step the Steering Committee has identified five areas which will require attention by this Working Group, which will be summarized in more detail below (section III). A possible way to investigate the issues is to follow the chronological list of events of a typical trade transaction and thereby identify areas of law where further studies and research into the legal principles which apply to the relevant issue will have to be undertaken by the Working Group and an International Sub-Committee.

(iv) *Working Group on EDI*

As said before, the scope of the project was triggered by work of UNCITRAL on codifying principles for electronic commerce. At that time the CMI Working Group on EDI had closely cooperated with UNCITRAL in the establishment of the *Model Law on Electronic Commerce 1996*⁽⁴⁾ and assisted in the drafting of specific provisions on actions related to contracts of carriage of goods (Article 16 Model Law) and regarding transport documents (Article

⁽⁴⁾ UNCITRAL Model Law on Electronic Commerce adopted at the 85th Plenary Meeting, 16 December 1996 (A/51/628).

17 Model Law). The CMI EDI Working Group will continue to assist both the International Sub-Committees of CMI involved in other related work as well as UNCITRAL in its continued efforts to unify aspects of international electronic commerce. It is most probable that from this selected body of experts will come any of the logistical challenges any modern law on transport, whether based on paper or on electronic messages, will have to take into account⁽⁵⁾.

III Areas for Study by the Working Group on Issues of Transport Law

1. Relationship between Carriage of Goods by Sea and other means of transport

In modern international (sea-) trade it is more and more common that the goods are not carried only by sea but also by an additional mode of transport. This occurs now every day with respect to containerized cargo which is carried by sea and by road/railway before as well as after the sealeg. The sealeg is often the most significant leg and in such a case the carriage by road and by railway is a carriage which is ancillary to the carriage by sea. The need for uniform rules applicable to the carriage by sea and to the carriage by road and/or by rail which precedes or follows the carriage by sea is due to the fact that at the time of the commencement and of the end of the sealeg in a great many cases there is no inspection at all of the conditions of the containers and, therefore it is far simpler and clearer for all parties to the contract of carriage if the conditions of the goods are established when the containers are taken in charge by the carrier, whether this place is inland or in a port, and at the place where the goods are handed over by the carrier to the consignee, again, irrespective of whether the place of handing over the goods is in a port or inland.

When discussing the period of responsibility in the Hamburg Rules in the subcommittee on the law of carriage of goods by sea it was agreed by the majority of the delegates that the provision in art. 4(2) whereby the carrier is deemed to be in charge of the goods from the time that he has taken them over at the port of loading until the time he delivers them at the port of discharge is in most cases unworkable because the goods are taken over prior to their arrival at the port of loading and are handed over to the consignee after they have left the port of discharge. An attempt should therefore be made to draft rules which are also applicable to most of the transport which is ancillary to the carriage of goods by sea.

The problem is, in such a case, whether the same rules on the liability of the carrier should apply throughout the transport and, if so, whether this result may be achieved in case the liability regime continues, with respect at least to the sealeg, to be characterized by rules that may only apply to carriage by sea. It seems that if the specific provisions now contained in art. 4(2)(a) of the Hamburg Rules are maintained, problems would arise.

⁽⁵⁾ See Report of the CMI Working Group on EDI. CMI Y.B. 1997, Antwerp I, Centenary Conference, pp. 166 - 168.

A further problem that ought to be explored is whether, if uniform rules are adopted along the lines indicated above, such rules would - and if so to which extent - be in conflict with existing uniform rules of other conventions, such as CMR and COTIF.

2. Transport Documents

The bill of lading is, possibly, the best known transport document. The need for the B/L arose when merchants first decided not to accompany their goods any more during maritime transport but, instead, placed them in the custody of the master and shipowner for transportation to overseas destinations. This journey became unnecessary with the development of ever faster mail services. In today's modern transportation the bill of lading is the most popular shipping document and serves basically three main purposes:

- (i) The bill of lading serves as the master's confirmation that he has received goods in a certain quantity and condition.
- (ii) The bill of lading is evidence of the contract of carriage between the shipper and the carrier.
- (iii) The bill of lading is a document enabling the seller, who has shipped the goods for delivery to the buyer, to transfer the right to obtain delivery of the goods to the buyer.

It is obvious that all three main functions aim to link crucial information and rights deriving from the contract of carriage as well as from the contract of sale to the document itself, allowing the consignee/receiver to be in a position to collect the cargo at the place of destination. The legal nature, the circulation and the rights incorporated in the various types of transport documents under the various legal systems will form an essential part of any study undertaken.

2.1 The function of the bill of lading as evidence for the receipt of the goods.

a) *The bill of lading as evidence for the quantity and condition of the goods*

One of the initial and traditional functions of a bill of lading is to show the exact quantity and the apparent condition of the goods at the time of the delivery to the carrier. Once the carrier has stated the quantity and condition in the receipt, that is in the bill of lading, then it is assumed (in some circumstances in form of conclusive evidence; Art. 3 IV Hague-Visby Rules) that the goods were in fact given to him in this quantity and in the condition stated. If found in good order the bill of lading will be a so-called "clean bill of lading".

One important purpose of such a clean bill of lading is for the merchant to prove the so-called prima facie case leading to a presumed liability of the carrier under the current International Conventions. Thus, the receipt function of the bill of lading becomes a crucial instrument of a shipper or consignee when claiming compensation in the context of maritime claims.

b) *The bill of lading as proof of delivery of the goods in conformity with the contract of sale (see also 4. below)*

The receipt function of the bill of lading has far greater implications in the

context of an international sale. When receiving the bill of lading stating the condition and quantity of the goods the shipper, who is at the same time the seller under the contract of sale, is able to prove to the buyer that he has in fact delivered the goods in full conformity with the contract of sale.

This is important in many contexts, but becomes crucial in relation to the letter of credit payments he will receive when presenting the bill of lading to the L/C bank. This function of the bill of lading is of course only truly enforceable when the bill of lading was established in full compliance with the requirements of the contract of sale.

Thus, a bill of lading established by the master with some reservations regarding the apparent conditions of the goods will greatly affect the trading value of the document. This is because the document is not "clean" any more and will cause some problems for the shipper when negotiating this document through the L/C channel. One of the most frequent uses (or abuses) of the letter of indemnity (LOI) in international trade is encountered in this context.

c) Mandatory content of a bill of lading

Because of this function of the bill of lading as a receipt, as proof of the delivery of the goods to the carrier, it soon became necessary to establish mandatory rules obliging the carrier to provide at least minimal information on the front of the bill of lading, today defined in the Liability Convention (Hague-Visby Rules; Hamburg Rules).

d) "Weight unknown" - and "said to contain" - clauses

International maritime law has burdened the carrier with the obligation to confirm the quantity and the condition of the goods before he establishes a clean bill of lading. This duty is in no way unlimited since he is only obliged to state the apparent condition of the goods. Where goods are sealed because they are packaged or containerized, he has of course no realistic means of inspecting the cargo and thus under most national laws he is allowed up to a certain point to insert "weight unknown" - or "said to contain" - clauses in the bill of lading. It follows that the evidential value of bills of lading containing such clauses is quite limited.

e) Importance of the receipt function for the consignee

Were there only two parties involved in the transaction then the receipt function of the bill of lading would be only marginally important. This, because the receipt would only be *prima facie* evidence that the carrier had received the goods in that quantity and condition. The actual problem arises in international trade because the people relying on the statements made in the bill of lading are third parties. Thus, the consignee, when receiving a bill of lading, will want to rely fully on the statements made by the master. This, especially because he will typically release the funds of the contractual sales price to the seller upon transfer of document as if he had physically received the goods. The same applies, of course, in a letter of credit transaction.

That is why the Hague-Visby Rules of 1968 state that the carrier will not

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be able to disprove the prima facie evidence of the bill of lading towards third parties and will be bound by his statements made in the bill of lading.

2.2 Bill of lading as evidence of the contract of carriage with the carrier

The bill of lading is evidence of the contract of carriage of goods by sea entered into between the shipper and the carrier.

Among other subjects one finds contractual agreements regarding destination, the vessel employed, substitution of the vessel, named consignee liability etc. All those items are again important, not only for the shipper but probably even more so for the receiver since he will, at the end of the voyage and at the port of discharge, want to claim the goods from the carrier. Again, it is the third party, namely the consignee, who wants to be able to rely on the contractual terms entered into between the shipper and the carrier.

Due to this basic need on the side of the consignee, he, as the buyer of the goods, will insist, when formulating the contract of sale, on receiving bills of lading with specific contractual wording and entries.

The shipper will want to present to the consignee or to the L/C bank respectively a document which is in full conformity with the requirements of the contract of sale.

In order to obtain such a document he might, under some circumstances, put the carrier under some commercial pressure to induce him to enter some misrepresentations in the bill of lading such as a predate for the issuing of the bill of lading or the note "shipped on board". Here again the carrier induced to this "falsification" will ask for a LOI as cover for potential liabilities.

2.3 The bill of lading as a document of title

The particular challenge of maritime transport is that the goods are put on board the vessel by the sellers and received - after a long sea voyage - by a third party, in many cases one unknown to the seller. A trader wants to be able to buy cargo overseas, have it shipped on board a vessel and then, while the goods move over the oceans towards their overseas destination, look for a further trader or an ultimate receiver. He is not planning on taking actual physical delivery himself but will sell the cargo on to a new buyer, hoping that the margin in the purchase price will give him some profit.

In order not to have to wait for the actual arrival of the vessel at the port, and also in order to enable his contractual party to resell the cargo to further individuals, the trade developed this document of transport into a document of title. This means that, by transferring the paper to a third party all rights deriving from the bill of lading will also be transferred to the new holder of the document.

Since it is a traditional principle of maritime law, that the carrier is only obliged to deliver the goods to the holder of a B/L, the actual holder of the bill of lading has in hand a document which is the "key" to any delivery of the goods.

Moreover, the holder of a full set of bills of lading is authorized to deal with the goods (right of disposal/right of instructions) while they are still on

board the vessel. This, in particular, when agreeing with the carrier to change the port of discharge.

Reality shows that technical improvements in the maritime industry have resulted in speedier transportation. It therefore sometimes happens that the vessel arrives at destination before the traders have been able to negotiate the documents through the different L/C channels. This situation is often dealt with by means of letters of indemnity (LOI).

3. Bankability of transport documents

The importance of the bill of lading in international trade has been enhanced in the context of a letter of credit. In overseas trade the bill of lading will traditionally be the key document in the list of documents to be provided under a letter of credit. This is so for a number of reasons. First of all, the bill of lading, as seen before, is a document evidencing the receipt by the carrier and indicating the condition and the quantity of the goods at that time. Furthermore, it is a document of title which enables the rightful holder to claim the goods at destination. The document and the rights deriving therefrom are transferable to third parties. Where Waybills (Airwaybill/Seawaybill/CMR Waybill etc.) are the transport document used for the transaction, the bank obtains security by holding the waybill, and by being named as consignee in this document. It is through these functions that it was made possible for banks to use the transport documents as security for financing of the underlying trade. Because of the lack of uniformity in this respect it will very much depend on the applicable law whether and to what extent the bank receives security over the goods by holding the documents or by being named as consignee in the bill of lading. It is therefore sufficient that CMI investigates whether by making provisions in the law of contract for carriage of goods by sea the position of the bank could be clarified on a uniform basis, without entering into the very difficult issues of transfer of ownership and creation of pledges on the goods.

A study will have to be conducted with regard to the question of where and how liability of the shipper is (and should be) transferred to a subsequent holder of the document in the light of current laws. The study will also have to answer the point of what part of the liability will remain with the shipper.

4. Issues regarding the interfaces between the laws of carriage and sales

Reference is made to the UNCITRAL Report 28. 5. / 14 6. 1996, point 210: *"existing national laws and international conventions left significant gaps regarding issues such asthe relation of transport documents to the rights and obligations between the seller and the buyer of the goods"*

The contract of carriage is ancillary to the contract of sale in as far as the party requested to provide for transportation (FOB= buyer/CFR and CIF = the seller etc.) is the "actual" party to the contract of carriage. Reality shows that in many instances even in a FOB sale the seller is named as "shipper" and not the buyer, who is in fact the only party to the contract of carriage.

The transportation is one of the key items of performance next to the

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delivery of the goods and the payment of the price. Though, for the two cardinal performances (delivery of the good and payment of the price) the contract of carriage has a crucial function.

As trade and transport have evolved since the creation of the bill of lading, many functions have been added to its usage. The carrier now certifies (for the purpose of the sales contract) in his document (B/L AWB etc.):

- a) the fact that he has received the goods,
- b) the date of shipment,
- c) the fact that the goods were of apparent good condition and in the requested quantity;
- d) that the goods were put on a transportation vehicle / ship for a contracted voyage up to the place agreed in the contract of sale;
- e) the cost of transportation and possibly the distribution of it between the seller and the buyer (CAD / freight prepaid etc.).

Once the carrier has received the goods he becomes responsible for delivering the goods. At that point of time the seller may (depending on the terms of the sales contract) have discharged his obligation.

Further, the contract of sale requires the seller to provide transportation documents, first of all as proof of shipment, but also in order to allow the buyer to freely trade the goods to third parties. By handing out the transport document, which first of all should be the document as between the carrier and his contracting party, the carrier is highly involved in the underlying transaction, the sales contract.

The carrier is also involved in the paramount obligation of the buyer: His document will trigger the payment by the buyer to the seller (Letter of Credit).

Also, in dispute situations between the seller and the buyer the carrier is involved: in a bankruptcy situation by the right invoked by the seller to stop the goods in transit. In disputes regarding the quality of the cargo the carrier is involved since the goods may not be accepted for delivery at destination.

Further many notifications, e.g. of ETA etc., are important also for the performance of the contract of sale. The issue of instructions is importance.

Questions of packaging, even if this is performed by a FOB seller will affect not only the contract of sale but also the contract of carriage.

In Container transactions the uninvolved FOB seller will actually cooperate with the Container terminal to prepare his FCL / LCL Container load.

Many of those points are not covered by international conventions. The Working Group should embark on listing all the interfaces and will in particular have to suggest where provisions should internationally unify the law of carriage of goods (by sea) to support international trade.

5. Contracts ancillary to the contract of carriage (freight forwarding; terminal operators: stevedores etc.)

In modern transport logistics many cargo owners will not deal directly with the shipowners (carriers) but will receive logistical support from the freight forwarding industry. This is particularly true when the goods are

transported by container. The freight forwarder will traditionally be an intermediary between the shipper and the carrier and sometimes will enter into this relationship either as “named shipper” or occasionally also as “carrier” (NVOCC).

Another intermediary is the terminal operator who will have dealings with the shipper prior to or after the sea transport in regard to the stuffing/destuffing of containers, the land-side transport, the warehousing in the terminal etc. The procedures are different for FCL and LCL containers. What makes this situation quite complicated is the fact that the terminal operators are acting as agent both for the shipper and for the carrier.

CMI POSITION PAPER ON THE DRAFT ARTICLES FOR A CONVENTION ON ARREST OF SHIPS

INTRODUCTION

The unification of the law on arrest of ships has been one of the subjects to which the CMI has given its careful attention. After the Joint Intergovernmental Group of Experts on Maritime Liens and Mortgages and Related Subjects had been established, an observer of the CMI attended all its sessions and through him the CMI gave all possible cooperation and assistance in the preparation of the draft which became the 1993 Convention on Maritime Liens and Mortgages and in the preparation of the Draft Articles for a Convention on Arrest of Ships.

It is now the wish of the CMI to give its cooperation and assistance in the last phase of the work, as it did for the 1993 MLM Convention and, for this purpose, the CMI submits to the Diplomatic Conference the following comments on the Draft Articles.

The comments are divided in two parts. In Part I there are comments on substantive points. Then in Part II there are comments on drafting points.

I. SUBSTANTIVE POINTS

Article 1 - Definitions

Paragraph 1

Preamble

Whether the list of maritime claims should be an open ended list or a closed list.

It is suggested that the adoption of an open-ended list is the best solution. The closed list originates from section 22 of the UK Supreme Court of Judicature (Consolidation) Act, 1925 pursuant to which admiralty jurisdiction was granted only in respect of the claims listed therein. Even though there is, according to the Draft Rules, a link between the right of arrest and jurisdiction,

CMI position paper on the draft articles for a convention on arrest of ships

because the Courts of the State in which the arrest is made have jurisdiction on the merits of the claim (Article 7), the main purpose of the uniform rules is to regulate the right of the claimant to obtain security for his claim. The compromise reached between the common law approach which restricts the right of arrest and the civil law approach, according to which arrest is permissible of any asset of the debtor as security for any claim, consisted - and must consist even in the future - in limiting the right of arrest of a ship to claims of a maritime nature but not to certain maritime claims only. A closed list, however carefully prepared, may not be or remain complete. The additions that have already been made to the list contained in Article 1(1) of the 1952 Convention illustrate this point.

Whether registration should be a requirement for mortgages, "hypothèques" and charges.

Since under the 1993 MLM Convention (as well as under the previous Conventions) registration is a condition for the recognition and enforcement of mortgages, "hypothèques" and charges, it is suggested that the same should hold for the right of arrest.

If this suggestion is accepted, the Preamble should be amended as follows:

- (1) *"Maritime claim" means any claim concerning or arising out of the ownership, building, possession, management, operation or trading of any ship, or concerning or arising out of a registered mortgage or "hypothèque" or charge of the same nature on any ship, such as any claim in respect of:*

There is a category of claims which might be considered to be of a maritime nature but which are neither covered by the chapeau nor mentioned in the list. These are claims arising out of contracts for the financing of the construction or the repair or the purchase of a ship. Whether or not these claims are indeed of a maritime nature is a question for discussion.

Individual maritime claims

- (d) The words "removal or attempted removal" and "preventive measures or similar operations" seem to repeat twice the same concept. In both the CLC 1969 and the 1996 HNS Convention "preventive measures" are defined as "reasonable measures taken to prevent or minimize" damage. It is suggested that perhaps this definition may be used here and that the reference to "similar operations" is unnecessary.

The words "or losses incurred, or likely to be incurred by third parties" give the impression that the losses referred to are a new category of maritime claim, not connected with the "removal or attempted removal of [a threat of] damage" etc. Furthermore, it is not clear why the expression "third parties" has been used.

Perhaps the Conference might consider the following text:

"the cost of measures taken by any person to prevent or minimize damage including environmental damage, [whether] [when] such claim arises under any international convention [,] any enactment or

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agreement, including losses incurred [,] or likely to be incurred in connection with such measures”.

The use of the word “whether” instead of “whether or not” has the effect that only a claim which arises under an international convention or under an enactment or under an agreement would be within the scope of this category of claim. If that is so, there seems to be no reason to use the word “whether”. “When” might in such case be a better word.

The comma after “international convention” and the comma after “losses incurred” may be deleted.

- (m) In the 1993 MLM Convention reference is made (Article 7, para. 1) to claims of the shiprepairer for repair “including reconstruction” of the vessel. Since converting and reconstructing is not the same thing, it is suggested that it would be appropriate to use both terms.

This sub-paragraph could, therefore, be amended as follows:

(m) building, repairing, converting, reconstructing or equipping of the ship;

- (n) It is not clear why there is no longer any reference to “dock charges”. Dock charges are probably included in (l) under “services”, but if there is any doubt about this, it would be advisable to insert the words “including dock charges”.
- (o) There does not seem to be any reason to categorise as a maritime claim only the social insurance contributions payable on behalf of the master, officers and other members of the ship’s complement when all claims for insurance premiums in respect of a ship are within the categories of maritime claims. If this remark is accepted the following text may be considered:

Wages and other sums due to or payable in respect of the Master, officers and other members of the ship’s complement in respect of their employment on the ship, including but not restricted to costs of repatriation and social insurance contributions.

- (p) It is suggested that the existing text be deleted and replaced by: “Disbursements made in respect of the ship”. It does not in fact seem necessary to indicate by which persons the disbursement are made.
- (u) For the reasons stated with respect to the Preamble the word “registrable” before “charges” should be deleted and sub-paragraph (u) should read:
- a registered mortgage, a registered “hypothèque” or a registered charge of the same nature on the ship.*

Paragraph 2

Whilst in the English text the words “removal of a ship” are used, in the French text the words used are “depart d’un navire”. The word “depart” seems preferable and, if this is agreed, “removal” could be replaced by “departure”.

Article 2 - Powers of arrest

General comment - When the arrest is permissible.

It is not clear from the present wording of this Article whether it has been intended that a mere assertion of a claim should be sufficient in order to obtain an order of arrest. Nor is it clear whether the claimant must prove that he needs security, for example because the financial conditions of the debtor are such as to create uncertainty in respect of the future enforcement of a judgment. The provisions of the 1952 Convention have been differently interpreted in different jurisdictions in these respects. It is suggested that all these matters should be left to the *lex fori* and that, in order to make that clear, reference should be made to the circumstances in which the arrest may be obtained. Paragraph 5 could be re-worded as follows:

Subject to the provisions of this Convention, the law of the State in which the arrest of a ship or its release is applied for shall determine the circumstances in which arrest or release from arrest may be obtained and the procedure relating thereto.

Paragraph 3 - Arrest of a ship ready to sail or which is sailing.

In view of the comments made during the sessions of the JIGE it is suggested that this paragraph be deleted and that the question whether a ship ready to sail or which is sailing may be arrested, should be left to the *lex fori* to decide.

Article 3 - Exercise of right of arrest

Paragraph 1

It is submitted that the order in which the provisions contained in Article 3 have been set out in the Lisbon Draft and now in the Draft Articles should be reconsidered. In fact, the general rule on the conditions for the arrest of a ship is that set out in the present paragraph 1 (e) (i). It is thought that it would be clearer if the general rule were set out first, followed by the rules presently contained in sub-paragraphs (e) (ii), (c), (d) and by the special provisions in respect of claims secured by maritime liens.

The incorporation of the 1993 MLM Convention maritime liens in sub-paragraph (a) had been done in order to avoid a reference to such Convention. Subsequently, during the sessions of the JIGE it was proposed to add a reference also to the maritime liens recognized under the law of the State where the arrest is requested. It is thought that this proposal is sound, for the reference to such liens would significantly facilitate ratification of the Convention by States that do not intend to become parties to the 1993 MLM Convention.

If the proposal mentioned above were to be accepted by the Conference, the reproduction in sub-paragraph (a) of the 1993 MLM Convention maritime liens would become superfluous, because such liens would obviously be recognized by the law of the State where the arrest is applied for if such State

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is a party to the Convention.

Paragraph (1) of Article 3 would thus become less heavy and could read as follows:

- (1) *Arrest is permissible of any ship in respect of which a maritime claim is asserted if:*
- (i) *the person who owned the ship at the time when the maritime claim arose is liable for the claim and is owner of the ship when the arrest is effected; or*
 - (ii) *the demise charterer of the ship at the time when the maritime claim arose is liable for the claim and is demise charterer or owner of the ship when the arrest is effected; or*
 - (iii) *the claim is based upon a registered mortgage or a registered "hypothèque" or a registered charge of the same nature on the ship; or*
 - (iv) *the claim relates to the ownership or possession of the ship; or*
 - (v) *the claim is against the owner, demise charterer, manager or operator of the ship and is secured by a maritime lien which is recognized under the law of the State where the arrest is applied for.*

The following comments are necessary:

- (1) Paragraph 1(ii) (presently paragraph 1(e) (ii)) has been amended by including, as in paragraph 1(i), the words "at the time when the maritime claim arose".
- (2) Since in Article 1(i)(u) reference is made to registered mortgages, "hypothèques" or charges, such reference is even more necessary in this Article 3(2) (a) where the fact that the claim is secured by a mortgage, "hypothèque" or charge enables the holder of the security to arrest the ship even if it is not owned by the debtor.
- (3) It has been clearly stated during the Sessions of the JIGE that the reference to the law of the State where the arrest is applied for includes the conflict of law rules in force in such State.

Paragraph 2 - Right of arrest of other ships.

Two problems arise in respect of this paragraph: (a) whether the right to arrest other ships may be granted also when the person liable is the demise charterer, time charterer or voyage charterer of the ship in respect of which the maritime claim arose, and (b) whether the owner of such other ship(s) is only the registered owner or whether piercing the corporate veil is permitted.

- (a) The right of arrest of ships owned by the demise charterer, time charterer or voyage charterer as security for claims that have arisen in respect of the chartered ship is the only means available to the claimant to obtain security, since he may not - except for the demise charterer but only within the limits set out in the subsequent paragraph 3 - arrest the ship in respect of which the claim has arisen.

It is thought, therefore, that the provision in sub-paragraph (b) should be maintained and the square brackets should be deleted.

- (b) Article 3(2) of the 1952 Convention provides that ships are deemed to be in the same ownership when all shares therein are owned by the same person or persons. This provision has sometimes been considered not to permit piercing the corporate veil. In particular, the French decisions upholding the arrest of a ship owned by a different company, when the same person or persons control and operate that company and the company owning the ship in respect of which the maritime claim arose have been considered to be in breach of Article 3(2).

This provision has not been reproduced in the Lisbon Draft nor in the Draft Articles. However, Art. 3(2) of the Draft Articles could be interpreted in such a way as to limit the right of arrest and to prohibit piercing of the corporate veil.

If the Conference agrees that this problem should be left to national law and will consider that Article 3(2) could be interpreted as suggested above, an amendment for the purpose of excluding the possibility of such interpretation would be advisable.

In such a case the following sentence, to be added after sub-paragraphs (a) and (b), could be considered:

The question whether a ship is owned by the person who is liable for the maritime claim shall be decided in accordance with the national law of the State in which the arrest is applied for.

Article 4 - Release from arrest

The provision, added in the Lisbon Draft, whereby the amount of the security may not exceed the value of the ship was criticized by the U.K. Delegation, who pointed out that it may be in conflict with the applicable limitation convention (which, pursuant to Article 8(6) takes precedence over the new Arrest Convention), since the limitation may often exceed the value of the ship. This comment is very likely based on the provision of Article 13(2) of the 1976 Convention, whereby after the limitation fund has been constituted any ship belonging to a person on behalf of whom the fund has been constituted which has been arrested for a claim which may be raised against the fund may (or shall, in certain cases) be released. Following the comment from the U.K. the words "not exceeding the value of the ship" have been placed in square brackets.

The reason given for the deletion of these words seems, however, to be misconceived. In fact, there is no connection at all between the reason why a ship should be released from arrest when security is given for an amount equal to the value of the ship and the reason why the ship may not be arrested after the limitation fund has been established.

In the former case, the ship is arrested as security for the claim of the arrestor and in case the security is enforced, the amount the arrestor may obtain cannot exceed the value of the ship. It follows that the owner of the ship should be entitled to replace the ship with other security of equal value.

In the case of the establishment of the limitation fund, the release of the

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ship is not the consequence of the provision of security for the claim of the arrestor, but rather the consequence of the claimants being prevented from enforcing their claims on assets of their debtor other than the limitation fund. If the owner of the ship has obtained the release of the ship by providing security, whatever its amount, he may still be subject to the actions of other claimants in respect of claims arising out of the same accident or occurrence and, in order to prevent individual actions against his ships and his other assets, he must commence limitation proceedings and constitute a limitation fund. Only after the fund has been constituted the security may be released in the circumstances set out in Article 11 of the Limitation Convention.

The security for the release of the ship from arrest and the limitation fund are, therefore, entirely separate and relate to different interests.

Article 5 - Right of rearrest and multiple arrest

Paragraph 1

The situation where security is given to prevent the arrest should be mentioned in the preamble of this paragraph, as it is mentioned in Article 7(1). The preamble could consequently be amended as follows:

- (1) Where in any State a ship has been arrested to secure a maritime claim or security has been given to prevent arrest or obtain the release of the ship, that ship shall not thereafter be rearrested or arrested in respect of the same maritime claim unless:

Paragraph 2

In order to make clear that this paragraph regulates the case of multiple arrest, the present text should be preceded by a preamble similar to that of paragraph (1). Furthermore, the case should be mentioned where a ship has been arrested and is still under arrest at the time when the arrest of another ship is requested. To this effect this paragraph could be reworded as follows:

- (2) Where in any State a ship has been arrested to secure a maritime claim or security has been given to prevent arrest or obtain the release of the ship, any other ship which would otherwise be subject to arrest in respect of the same maritime claim shall not be arrested unless:
- (a) no security has been given to obtain the release of the first ship from arrest, or the value of that ship is less than the amount of the claim; or
 - (b) the nature or amount of the security already obtained in respect of the same claim is inadequate; or
 - (c) the provisions of paragraph (1)(b) or (c) of this article are applicable.

Article 6 - Protection of owners and demise charterers of arrested ships.

In the heading of Article 6 reference is made to the owner and to the demise charterer. It would appear therefore that the intention was to consider the owner and the demise charterer as the persons in whose favour security can be provided even though no reference is made to the demise charterer in the text of this article. It is thought however that in certain jurisdictions persons other than the demise charterer may be entitled to obtain protection such as, for example, time charterers. It is suggested, therefore, that the present heading be replaced by a more general one, such as: "Liability for wrongful arrest" or "Liability for wrongful or unjustified arrest" if the words "or unjustified" are retained in paragraphs 1(a) and 2(a).

Paragraph 1

The words "or unjustified" in paragraph (1)(a) as well as in paragraph 2(a) have been placed in square brackets since it was objected that under (a) they would have enabled courts to impose security upon the claimant and under 2(a) to determine his liability in situations the nature of which is not clearly defined.

It is thought that there are situations which do not come within the concept of wrongful arrest but nevertheless justify the imposition of security and the assessment of liquidated damages. This is the case, for example, when there is no possible doubt about the solvency of the owner or when the arrest is not required in order to prevent the extinction of a maritime lien.

Attention must be drawn to the fact that there would in any event be complete freedom of the courts in respect of the imposition of security and the liquidation of damages since the situations mentioned in (a) and (b) are preceded by the words "including but not restricted to such loss or damage as may be incurred . . . in consequence of".

Paragraph 2

The remark made during the ninth session of JIGE that in paragraph 2 of Article 6 reference should also be made to the case in which security is given to prevent arrest is correct. In fact a loss may also occur in such a case if the amount of the security is excessive.

This paragraph could, therefore, be amended as follows:

(2) *The Courts of the State in which an arrest has been effected or security given to prevent arrest shall have jurisdiction to determine the extent of the liability, if any, of the claimant for loss or damage caused thereby, including but not restricted to such loss or damage as may be caused in consequence of:*

(a) *the arrest having been wrongful or unjustified; or*

(b) *excessive security having been demanded and obtained.*

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Article 7 - Jurisdiction on the merits of the case

The meaning of the words “due process of law” in paragraph (5) may not be clearly understood in some jurisdictions and it is, therefore, suggested to use the same expression adopted in article 10(1) of the CLC 1969: “reasonable notice and a fair opportunity to present his case”. Paragraph 5 should consequently be amended as follows:

If proceedings are brought within the period of time ordered in accordance with paragraph (3) of this Article, or if proceedings before a competent Court or arbitral tribunal in another State are brought in the absence of such order, then unless the defendant has not been given a reasonable notice of such proceedings and a reasonable opportunity to present his case, any final decision resulting therefrom shall be recognized and given effect with respect to the arrested ship or to the security given in order to prevent its arrest or obtain its release.

Article 8 - Application*Paragraph 1*

A question to be considered is whether it would be advisable to reinstate the principle that ships flying the flag of a non-party State may also be arrested for any claim, whether maritime or not, for which the law of the State Party permits arrest.

Art. 8(2) of the 1952 Arrest Convention provides that a ship flying the flag of a non-Contracting State may be arrested in the jurisdiction of any Contracting State in respect of any of the maritime claims enumerated in Article 1 or of any other claim for which the law of the Contracting State permits the arrest. Since it was not clear whether that meant that the Convention as a whole applied to ships flying the flag of non-Contracting States, subject to such ships being liable to arrest also in respect of claims for which the *lex fori* permits arrest, Article 8(1) of the Lisbon Draft provided generally that the Convention applies to any seagoing ship whether or not that ship is flying the flag of a State Party and this provision was adopted by the JIGE.

If the Conference will decide that total equality of treatment for ships flying the flag of States Parties and ships flying the flag of non party States is not the right solution, because it may eliminate an incentive to ratification, the provision of Article 8(2) of the Arrest Convention could be reinstated and Art. 8(1) of the Draft Articles amended as follows:

(1) *This Convention shall apply:*

- (a) *to any seagoing ship within the jurisdiction of a State Party flying the flag of a State Party; and*
- (b) *to any seagoing ship within the jurisdiction of a State Party flying the flag of a State non-Party except that notwithstanding Article 2 paragraph 2 any such ship may be arrested in respect of any*

claim, in addition to those listed in Article 1(1), for which the law of such State Party permits arrest.

If this amendment is adopted, Article 9 become superfluous.

Paragraph 3

The provision in this paragraph has no relation with the application of the Convention, and it is suggested that it should be moved to a separate article.

II. DRAFTING POINTS

Article 2

Paragraph 1

The words “by or under” (the authority) seem to be redundant. It is suggested that the words “by or” be deleted so that the text would read: “...only under the authority...”.

Articles 2(4), 3(1)(b), 3(1)(e)(i) and (ii) and 2, 3(3), 6(2) and (3) and 7(1), (2), (3) and (6)

The word “effected” with respect to the arrest is used in Article 2(4), in Article 3(1)(e)(i) and (ii) and (2) and in Article 6(2) and (3). The word “made” is used in Article 7(1), (2), (3) and (6). It is suggested that the same word be used throughout the text.

Similarly, the words “applied for” are used in this paragraph, whilst the word “requested” is used in Article 3(1)(b) and the word “demanded” is used in Article 3(3). Also in this case, the same word should be used throughout the text.

Article 3

Paragraph 3

The words “judicial or forced” (sale) seem to repeat the same concept twice. It is suggested that the words “judicial or” be deleted.

Article 6

Paragraphs 1 and 2

The wording in paragraphs (1) and (2) differ. In paragraph (1) in fact the words used are “. . . as may be incurred by the defendant in consequence of”, whilst in paragraph (2) the words used are “. . . as may be caused in consequence of”. It is considered that this latter wording is preferable.

Paragraph (1) could, therefore, be amended as follows:

(1) The Court may as a condition of the arrest of a ship, or of permitting an arrest already effected to be maintained, impose upon the

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claimant who seeks to arrest or who has procured the arrest of the ship the obligation to provide security of a kind and for an amount, and upon such terms, as may be determined by that Court for any loss which may be caused as a result of the arrest, and for which the claimant may be found liable, including but not restricted to such loss or damage as may be caused in consequence of:

This wording would avoid the need to indicate the person who has suffered the loss. The word “defendant” does not seem in fact to be the appropriate word in this context. “Defendant” is the person against whom proceedings are commenced by the claimant, and at the time security for damages may be ordered proceedings on the merits have very likely not commenced. Moreover persons other than the “defendant” may be entitled to protection under Article 6.

Article 8

Perhaps a better heading could be: “Scope of application”.

CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA - THE ATHENS CONVENTION 1974 AND ITS PROTOCOLS. SYNOPSIS OF THE REPLIES TO THE QUESTIONNAIRE

by Panayotis K. Sotiropoulos

At its 14-15 November 1997 meeting the Executive Council was informed that the Legal Committee of IMO has resolved to consider the introduction of a requirement that the owners of ships which carry passengers should carry compulsory liability insurance or should produce other evidence of their ability to pay passenger claims.

The Legal Committee further resolved that certain other aspects of the Convention including liability, should be considered. The Executive Council decided to circulate a questionnaire to the National Associations.

The questionnaire was prepared by a working group consisting of the President, Professor Jan Ramberg and Karl Johan Gombrii.

The questionnaire contains the following introduction:

- A -

Background: Passenger Carrying Ships

(1) The Legal Committee of IMO is currently looking at the possibility of amending or replacing the Athens Convention to achieve three main aims, namely:

- (i) The carrier or performing carrier to accept strict liability for loss of life or personal injury to passengers.
- (ii) The carrier or performing carrier to be required to maintain evidence of ability to pay claims either by production of a certificate of insurance or by producing other evidence of financial responsibility.
- (iii) Passenger claimants to have the right to pursue their claims direct against the liability insurers or the person who has provided evidence of financial responsibility who would only have very limited defences available.

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(2) The Legal Committee is also looking at an alternative scheme which would involve amending or replacing the Athens Convention to require the carrier or performing carrier to take out Personal Accident Insurance for each passenger issuing an insurance certificate to each passenger giving direct insurance cover with a reputable insurer up to the maximum amount of the carrier's contractual or statutory liability.

(3) The CMI believes that more extensive amendments to the Athens Convention are required."

26 MLAs have responded to the questionnaire (ARGENTINA, BELGIUM, CANADA, CHINA, CROATIA, DENMARK, FINLAND, FRANCE, GERMANY, GREECE, INDONESIA, IRELAND, ISRAEL, ITALY, JAPAN, MOROCCO, NETHERLANDS, NORWAY, PORTUGAL, SLOVENIA, SOUTH AFRICA, SWEDEN, SWITZERLAND, VENEZUELA, UK, USA).

The undersigned has prepared the following synopsis of the information supplied and the views expressed by the National Associations.

- B -

(1) Is the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea and the 1976 and 1990 Protocols incorporated into the law in your country?

CANADA, FRANCE, ITALY, JAPAN, INDONESIA, ISRAEL, MOROCCO, THE NETHERLANDS, PORTUGAL, SOUTH AFRICA, VENEZUELA and the USA are neither parties to the Convention nor have they incorporated its provisions into their law. The Canadian Government is however expected to introduce a Bill into the Parliament in order to enact the Convention and the 1990 Protocol [infra, under (3) (c)]. In South Africa draft legislation for the incorporation of the provisions of the Convention has been prepared.

ARGENTINA has ratified only the Convention (not the Protocols).

BELGIUM, CROATIA, GREECE and the UK have ratified the Convention and the 1976 Protocol.

SWITZERLAND has ratified the Convention and both Protocols.

Other countries (GERMANY, SLOVENIA and the NORDIC STATES) have not ratified the Convention but have incorporated its content into their law.

GERMANY did not ratify the Convention because the limits of the Protocol of 1976 were considered to be too low. The German Government now intends to formally ratify the Convention and the 1990 Protocol.

In the NORDIC STATES (DENMARK, FINLAND, NORWAY and SWEDEN) the law on liability for passenger claims is the result of legislative co-operation between them and is based upon the provisions of the Convention and the Protocols.

The CHINESE MLA stated that it had read the questionnaire but had no comments (according to the CMI Yearbook China has acceded to the Athens Convention and the Protocol of 1976).

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(2) If the answer to question B(1) is "Yes" please answer the following questions:

- (a) Have the limits of liability specified in Arts. 7 and 8 been modified since the Convention came into force? Should they now be increased? If so, to what level?

In the UK the per capita limit for claims for death and personal injury has been increased with effect from January 1st, 1999 for UK carriers to 300,000 SDR (for foreign carriers the limit is 46,660 SDR).

In DENMARK, FINLAND, NORWAY and SWEDEN the limits are those of the 1990 Protocol.

In BELGIUM the limit of Art. 7 of the Convention for loss of life or personal injury claims has been increased to 5,500,000 BF.

In IRELAND and GREECE the limits are those of the 1976 Protocol.

In GERMANY the limits are approximately those of the 1990 Protocol (infra, under (3) (b)).

According to five MLAs (DENMARK, FINLAND, GREECE, IRELAND, SLOVENIA) the limits of the 1990 Protocol are adequate.

In SOUTH AFRICA draft legislation adopts the limits of the 1990 Protocol. Three MLAs would support a further increase:

- (i) UK: up to a figure of 300,000 SDR for all carriers to ensure that all normal claims are paid in full, including claims for e.g. the loss of breadwinners of ordinary middleclass families; some members of the BMLA supported a system whereby individual claims were paid in full up to the *per capita* limit and any "un-used" limitation sums (i.e. the *per capita* limit x total number of passengers as per the vessel's passenger licence less the total of the actual individual claims) was pooled in a supplementary fund which would then be paid out *pro rata* to such claimants whose claims exceed the *per capita* limit.
- (ii) NORWAY: twice the amounts of the 1990 Protocol.
- (iii) SWEDEN: up to 300,000 SDR for loss of life or personal injury and minor increases for other types of damage.

ITALY is likely to ratify the 1996 Protocol to the Convention on Limitation of Maritime Claims of 1976 (LLMC) which provides a *per capita* limit of 175,000 SDR in respect of claims for death of or personal injury to passengers. It is therefore likely that the identical limit set out in Art. 7 (1) of the Athens Convention as amended by the 1990 Protocol will be considered to be acceptable.

The BELGIAN Association expressed the view that if any modification would be considered necessary, it would be to try to achieve uniformity with other international conventions concerning the carriage of passengers such as the Warsaw Convention. A similar suggestion was made by the NORWEGIAN Association and the GREEK Association.

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(b) Are these limits specified in Gold Francs or SDR?

In BELGIUM, CROATIA, DENMARK, FINLAND, GREECE, IRELAND, NORWAY, SWEDEN and the UK as well as in SOUTH AFRICAN draft legislation the limits are specified in SDR [see exception for BELGIUM, *supra*, under (2) (a)].

In IRELAND the limits would exceptionally be in gold francs, if the defendant is a national of a State Party to the Athens Convention which State Party is not a party to the 1976 Protocol.

In ARGENTINA the limits are fixed in gold pesos.

In GERMANY, THE NETHERLANDS and SLOVENIA they are fixed in the national currency.

If ITALY ratifies the Convention, the limits will presumably be specified in SDR.

(c) Does the carrier's or performing carrier's right to aggregate claims under Art. 12 apply to claims brought both in your own country and elsewhere?

This question was answered in the affirmative by ten Associations (CROATIA, DENMARK, FINLAND, GERMANY, GREECE, IRELAND, THE NETHERLANDS, NORWAY, SLOVENIA and the UK). Also by the ITALIAN MLA (*de lege ferenda*) and by the MLA of SOUTH AFRICA on the basis of draft legislation.

In BELGIUM there is no reported case law on the matter.

There are no replies from other Associations.

(d) In relation to Art. 16 does "action" include an arbitration?

Nine Associations (CROATIA, GERMANY, GREECE, JAPAN, IRELAND, ITALY, NORWAY, SOUTH AFRICA and SWEDEN) answered in the affirmative.

According to one Association (BELGIUM) the term "action" may include an arbitration if this is clearly provided in the contract of carriage.

Three Associations (DENMARK, SLOVENIA and the UK) answered that the reference to "action" in art. 16 does not include an arbitration.

According to another Association (FINLAND) an arbitration clause in a contract of carriage is not valid. However, after the dispute has arisen the parties may validly refer it to arbitration and in this case arbitration should be deemed to be included in the term "action". This view is shared by the DUTCH MLA with reference to Art. 17 (2) of the Convention. However, since THE NETHERLANDS have not ratified the Convention, parties are free to agree on arbitration under Dutch law.

(e) Does the Convention apply to a contract which is not for reward?

Four Associations (CROATIA, GERMANY, JAPAN and THE NETHERLANDS) answered in the affirmative.

Five Associations (GREECE, IRELAND, SLOVENIA, SOUTH AFRICA, UK) answered in the negative.

The MLAs of the NORDIC COUNTRIES answered this question on the basis

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of their domestic law: DENMARK and SWEDEN in favour of the application, FINLAND and NORWAY in favour of the application if the carrier undertakes the carriage professionally or for reward.

In ITALY there are special rules for the carriage of passengers without reward. Therefore it is thought that the Convention will not be made applicable to such carriage, unless with certain amendments.

- (f) *Are carriers or performing carriers obliged to give notice to passengers of the terms of the Convention? What, if any, is the penalty for failing to give notice?*

In most countries there is no obligation to give notice to passengers of the terms of the Convention (BELGIUM, CROATIA, DENMARK, FINLAND, GERMANY, GREECE, IRELAND, NORWAY, SLOVENIA, SWEDEN).

In JAPAN, the UK and apparently also in SOUTH AFRICA there is such an obligation. However, in the UK the sanction for non complying with such obligation is only a fine.

- (g) *Does the Convention apply to non-seagoing as well as to seagoing ships?*

The Convention does not apply to non-seagoing ships in BELGIUM, CROATIA, GERMANY, IRELAND, JAPAN and the U.K.

On the contrary it applies to such ships in DENMARK, FINLAND, NORWAY, SLOVENIA and SWEDEN.

Articles 8:500 to 8:528 of the DUTCH Civil Code apply to carriage of passengers by sea whether on board a seagoing or on board a non-seagoing ship. Carriage partly by sea and partly by inland water is deemed to be carriage by sea.

In GREECE there are no inland navigable waters.

- (h) *Does the definition of "luggage" and "cabin luggage" give rise to problems in practice?*

Fourteen Associations replied that the definition of "luggage" and "cabin luggage" does not give rise to problems.

One Association (SOUTH AFRICA) replied that they have no experience on the matter.

- (i) *Article 3 of the Convention (a) makes the carrier liable for loss of life, personal injury or loss/damage to luggage if the incident which caused the damage occurred in the course of the carriage and was due to the fault of the carrier or his servants or agents (b) places the burden of proving the incident occurred in the course of the carriage and the extent of the resulting loss on the claimant (c) raises a rebuttable presumption of fault on the part of the carrier if the loss arose from a "ship wreck, collision, stranding, explosion or fire, or defect in the ship".
Would there be strong objection to modifying Art. 3 to impose strict*

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liability of the carrier provided that the claimant proves that the incident occurred during the carriage and subject to the carriers right to prove contributory negligence? As an alternative would it be more acceptable to impose strict liability up to the limits specified in Arts. 7 and 8 but provide that liability would be unlimited if the claimant proves negligence on the part of the carrier; his servants or agents?

Eleven Associations (CROATIA, DENMARK, GERMANY, GREECE, IRELAND, THE NETHERLANDS, SWEDEN, SWITZERLAND, UK, USA and the majority of the FRENCH MLA) are against a system based on strict liability.

Five Associations (BELGIUM, JAPAN, SLOVENIA, SOUTH AFRICA and to a certain extent NORWAY) would in principle not object to a strict liability system.

In FINLAND the views are divided.

In CANADA it is anticipated that the Convention will be adopted without amendment.

In particular:

BELGIUM: There would most likely not be any objection against imposing strict liability. Unlimited liability would be acceptable only in case of gross negligence.

CROATIA: There is no need to change the principle of liability.

DENMARK: There would be strong objections to modifying Art. 3 to impose strict liability. There would also be strong objections to the alternative suggestion.

FRANCE: A majority is in favour of the present French rules which are similar to those of the Convention (distinction between major accidents where the fault of the carrier is presumed and individual accidents where the burden of proving the fault of the carrier lies with the passenger). A minority would favour the extension of the presumption of fault to all cases of loss of life or personal injury.

JAPAN: Strict liability up to an amount of 100.000 SDR. Unlimited liability in case of fault. Rebuttable presumption of fault.

SLOVENIA: In favour of strict liability but it would be very difficult to integrate strict liability in the legal system of the country.

NORWAY: In principle there would be no strong objection to imposing strict liability with such modifications as mentioned in the questionnaire; however, the views in the Association are divided.

GERMANY: There is no reason to change the existing structure of art. 3; a passenger ship cannot be deemed to be dangerous. It would be preferable to fix appropriate amounts in order to provide for sufficient compensation.

GREECE: Strict liability would go beyond the relevant reasonable provisions of the Bern Convention, the Hague Rules, the Hamburg Rules and E.U. Directive 90/314 concerning package travels. The passenger is adequately protected by the provisions of Art. 13.

IRELAND: Rather than imposing strict liability on the carrier, there should be a rebuttable presumption of fault of the carrier. The alternative suggestion (strict liability up to the limits as specified in Arts. 7 and 8 and unlimited

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liability if a claimant proved negligence) would take away most of the benefit of the Convention to the carrier, because claimants do not find it very difficult to establish negligence.

SWEDEN: No, the present regulation is preferable.

SWITZERLAND: The Convention with the Protocols is a fine instrument and should be implemented in as many countries as possible; no further changes are necessary; if, however, the opposite view would prevail, the Swiss Association would be ready to reconsider its position. This answer is valid for all questions listed under 2 (i) to 2 (s).

UK: Strong objection to modifying art. 3 to impose strict liability; the current regime represents a fair and sensible balance. The *per capita* limit should be increased [supra, 2 (a)].

USA: No justification for applying a strict liability standard to passenger injury. Other than in some instances of ultra hazardous activity, strict liability is not the usual basis on which premises liability is imposed. The current negligence standard under US common law seems appropriate and seems to work.

- (j) *As currently worded Art. 3 covers claims by passengers and also claims by third parties for consequential losses. Should Art. 3 be redrafted so as to cover only claims from passengers (or their estate in death cases)?*

Five Associations (BELGIUM, GERMANY, IRELAND, JAPAN, SWITZERLAND) are against such a redrafting. In CANADA it is anticipated that the Convention will be adopted without amendment.

Six Associations (CROATIA, DENMARK, FINLAND, THE NETHERLANDS, NORWAY, SWEDEN) are in favour.

One Association (SLOVENIA) has no objection thereto.

According to the BRITISH Maritime Law Association the issue should be determined according to the law of the court seized of the matter.

- (k) *Would there be any objection in principle to the introduction of a requirement that the carrier and/or performing carrier should carry on board a valid certificate of insurance or other evidence of ability to pay claims from passengers? Should these requirements be limited to loss of life and personal injury claims or should they be extended to luggage etc. claims? Are you aware of any cases in which a claimant has failed to receive compensation because the carrier or performing carrier was uninsured?*

Fourteen Associations (BELGIUM, CROATIA, FINLAND, FRANCE, GERMANY, IRELAND, ITALY, JAPAN, THE NETHERLANDS, NORWAY, SLOVENIA, SOUTH AFRICA, SWEDEN, U.K.) would have no objection to the introduction of such a requirement or would welcome it. It has however been pointed out that the problem would be how to verify the reliability of such a certificate (GERMANY, NETHERLANDS).

Two Associations (DENMARK and GREECE) are against.

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Proof of financial responsibility is already required in the USA.

There were differing opinions on whether such a cover should include only loss of life and personal injury claims (CROATIA, FRANCE, JAPAN, UK) or should be extended to luggage etc. claims (BELGIUM, NORWAY, SLOVENIA).

In CANADA it is anticipated that the Convention will be adopted without amendment.

Only one Association (FRANCE) was aware of one case in the seventies in which claimants have failed to receive compensation because the carrier was uninsured.

- (l) *Is there any objection in principle to giving claimants the right to pursue claims direct against the insurer of the carrier's or performing carrier's liability or other person providing the certificate of ability to pay bearing in mind that in the normal course of events (a) the claimant claims against the carrier (b) the carrier pays the claimant and (c) the insurer indemnifies the carrier.*

Four Associations (ARGENTINA, FRANCE, NORWAY, UK) are in favour of giving claimants the right to pursue claims direct against the liability insurer.

Seven Associations (BELGIUM, CROATIA, GREECE, ITALY, JAPAN, SOUTH AFRICA, SWEDEN) would have no objection thereto.

The IRISH Association would welcome a right of direct action against the insurer in cases where the claimant has obtained judgment against the carrier and that judgment remains unsatisfied.

In FINLAND a direct action is possible in certain circumstances.

In DENMARK, although the issue has not been tested in the courts, liability insurers have acted as if passengers had a direct claim against them.

For CANADA see *supra*, 2 (k).

Under DUTCH law there is no direct action against the insurer, but a claimant may easily obtain security by way of an arrest which leads either to a bank guarantee or to a P & I Club letter of undertaking.

Three Associations (GERMANY, THE NETHERLANDS and SWITZERLAND) are against the proposal.

- (m) *If the claimant is given the right to pursue claims directly against the insurer or provider of evidence of ability to pay should the insurer or other provider be entitled to rely on the defences available by reason of the carrier's breach of the terms of the contract of insurance or guarantee? Are you aware of any cases in which an insurer has refused to indemnify the carrier or performing carrier in reliance on policy defences?*

Following views have been expressed:

The insurer should be entitled to rely on the defences available under the policy of insurance (GREECE).

In FRANCE he is entitled thereto.

He should be entitled but only in respect of a breach of contract having occurred before the claim of the passenger arose (BELGIUM).

The insurer should be entitled to rely on substantive defences available to him against the assured (e.g. non-disclosure, unseaworthiness) but not on procedural or technical defences such as the "pay to be paid" defence (UK).

In FINLAND, when a direct action is available, the claimant shall be entitled to compensation in accordance with the terms of the insurance cover.

The insurer should not be entitled to the defences available under the policy of insurance (IRELAND, ITALY, SOUTH AFRICA, SWEDEN) or he should not be entitled to said defences except in cases of intentional acts or gross negligence (JAPAN) or in the cases referred to in Art. 7 para. 8 of the CLC (DENMARK, NORWAY).

According to the GERMAN Association the question shows that the idea to introduce a direct action instead of a mere obligation to evidence the existence of an insurance cover would cause a lot of difficult problems.

No Association reported that it was aware of any case in which an insurer has refused to indemnify the carrier in reliance on policy defences.

However, according to the IRISH Association such cases may occur.

(n) *Would there be any objection in principle to requiring the carrier in the alternative to provide direct personal accident insurance for each passenger?*

Seven Associations (DENMARK, GERMANY, GREECE, IRELAND, SWEDEN, SWITZERLAND and USA) are against such a proposal. (USA: If such insurance were in place, issues of subrogation would come into play; question as to whether such insurance would be prohibited as anticompetitive; no need for such an insurance because cruise lines are solvent and properly insured).

For CANADA supra under 2 (k).

Six Associations have no objection in principle (BELGIUM, FRANCE, JAPAN, NORWAY, SOUTH AFRICA, UK).

Under the law of SLOVENIA the carrier must provide direct personal accident insurance for the passengers.

In FINLAND there are differing views.

The shipping industry is against the concept (FINLAND, UK). It is complicated (CROATIA, ITALY).

According to one Association (NETHERLANDS) a personal accident insurance has in principle nothing to do with the carrier's liability. The proposal would make sense only if the carrier's liability were reduced to some extent as a result of the personal accident insurance. The insurance should be provided on an ad hoc per passenger requested basis and the insurance premium should be charged to the passenger.

(o) *Would the operation of the Convention be simplified if the distinction between "carrier" and "performing carrier" were removed? If so, should the obligations and rights be placed exclusively upon the "performing carrier"?*

Nine Associations (FINLAND, GERMANY, GREECE, IRELAND, ITALY, JAPAN,

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SOUTH AFRICA, SWITZERLAND, UK) are in favour of keeping the distinction between "carrier" and "performing carrier".

Two Associations (CROATIA, NORWAY) are not sure whether the operation of the Convention would be simplified by removing the distinction.

Three Associations (BELGIUM, NETHERLANDS, SWEDEN) are in favour of removing the distinction.

The SLOVENE Association would have no objection to placing the obligations exclusively on the performing carrier.

(p) Please give details of any cases in which the right to limit under the Convention has been exercised.

Ten Associations (BELGIUM, CROATIA, FINLAND, GERMANY, GREECE, IRELAND, THE NETHERLANDS, NORWAY, SLOVENIA, SOUTH AFRICA) are not aware of any cases in which the right to limit has been exercised.

In DENMARK the right to limit has been exercised in the cases "*Scandinavian Star*" and "*Estonia*".

In SWEDEN the right to limit was invoked in the case "*Estonia*" but has then been partly waived.

In the UK the right to limit has been exercised in the cases "*Herald of Free Enterprise*" and "*Celtic Pride*".

In the USA the right to limit has been exercised in following cases: *Berman v. Royal Cruise Lines, Ltd.* 1995 AMC 1926 (L.A. Superior Court 1995); *Kirman v. Compagnie Française de Croisières*, 1994 AMC 2848, *erratum* 1994 AMC 3373, *affd.* (CalCtApp 1997), 1997 AMC 1520, *Mills v. Renaissance Cruises Inc.* 1993 AMC 131 (N.D. Cal. 1992); *Becantinos v. Cunard Lines* 1991 WL 654187 (S.D.N.Y. 1991).

No other Association answered this question.

(q) Does the exercise of the right to limit lead to delays in settling claims?

The following answers were received:

There will be delays (BELGIUM, JAPAN).

There will be no delays (CROATIA, DENMARK, GERMANY, GREECE, THE NETHERLANDS, NORWAY, SWEDEN).

Sometimes yes and sometimes no (USA).

There will be delays in cases where the claimants seek advice about breaking the limit (FINLAND, IRELAND, SLOVENIA, UK)

(r) Do you know of any cases in which a passenger has been unable to recover damages through application of the Convention?

Two Associations reported that there have been cases where passengers have been unable to recover damages through application of the provisions of the Convention concerning time bar (IRELAND, UK) or limits (UK).

No other Association is aware of such cases.

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- (s) *Would the operation of the Convention be improved if a provision was introduced requiring shipowners to make prompt payments on account of damages?*

The following answers were received:

No such provision is necessary (DENMARK, FINLAND, GERMANY, GREECE, NETHERLANDS, SOUTH AFRICA, SWITZERLAND).

For CANADA *supra* under 2 (k).

Such a provision would be difficult to operate in practice (IRELAND, SWEDEN).

In principle there would be no objection to such a provision (JAPAN) which would probably represent an improvement for the victims (CROATIA, NORWAY).

This matter should be left to domestic law relating to interim payments (ITALY, SLOVENIA, UK).

No practical experience is available (BELGIUM).

- (3) *If the answer to question B(1) is "no" please answer the following questions:*

- (a) *Is there a domestic law in your country dealing with the carriage of passengers and their luggage by sea?*

The Associations of the following countries have confirmed that there is domestic law in their countries dealing with the carriage of passengers and their luggage: CANADA, DENMARK, FINLAND, FRANCE, GERMANY, ITALY, JAPAN, NETHERLANDS, NORWAY, PORTUGAL, SLOVENIA, SWEDEN, VENEZUELA and the USA. The Ottoman Code of Maritime Commerce of 1863 is still in force in ISRAEL.

- (b) *Is this law based, however loosely, upon the Athens Convention? If "yes" please describe the main similarities and the main differences.*

The domestic laws of the NORDIC COUNTRIES are virtually identical with the Athens Convention as amended by the London Protocol of 1990.

GERMANY and SLOVENIA have incorporated the content of the Convention into their law.

The domestic law of THE NETHERLANDS is loosely based upon the Convention, the main difference being the limits of liability.

The law of PORTUGAL has a certain similarity to the Athens Convention.

The domestic law of FRANCE (laws enacted in the year 1966, subsequently amended) has been influenced by the Brussels Convention of 1961 concerning the carriage of passengers by sea.

The domestic laws of CANADA, ITALY, JAPAN, VENEZUELA and the USA are not based upon the Convention.

GERMANY: Although Germany has incorporated the main content of the Convention into the Commercial Code in 1986, it did not ratify the Convention, because, as already said, the limits fixed in it were too low. The limits provided for in the Commercial Code are: loss of life or personal injury

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DM 320,000, cabin luggage DM 4,000, other luggage DM 6,000, cars DM 16,000. The German government now intends to proceed to formal ratification of the Convention and the 1990 Protocol.

NETHERLANDS: The limits are specified in national currency. (NLG 300,000 = about SDR 112,000 per passenger for death or personal injury). This is the main difference.

SLOVENIA: The limits are specified in national currency. No other difference is indicated in the reply of the MLA of Slovenia.

THE NORDIC COUNTRIES: The Nordic countries have enacted identical provisions on contracts of carriage of passengers by sea. Said provisions are contained in the Maritime Codes of the Nordic countries and are based on the Athens Convention and the 1990 Protocol.

The FINNISH MLA has pointed out that the Finnish Maritime Code contains some provisions concerning carriage of passengers that are not contained in the Convention or in the Protocols. A provision dealing with liability for delay and a special limitation for that liability was mentioned as an example of such a provision. No other difference is mentioned in the replies of the MLAs of the Nordic countries.

PORTUGAL: One important difference between domestic Portuguese law and the Athens Convention is the lack of any limitation of liability in Portuguese law.

There is no particular reason for non ratifying the Convention.

(c) If "no" to question 3(b) please provide a brief summary of the principal points of the domestic law.

CANADA: The domestic law dealing with the carriage of passengers and their luggage by sea are the general principles of maritime law as augmented by the common law. There is also a regulation under the Transport Act in the Province of Quebec covering passenger vessels operating solely within the Province. It provides for compulsory insurance. The limits for protection and indemnity coverage are \$5 M. for ships whose gross tonnage is greater than 5 tons or whose capacity is greater than 12 passengers, and \$1 M. for other ships.

The principal point of the domestic law is freedom of contract. Limitation clauses and exclusion clauses, if properly incorporated into the law of the contract, are effective to limit or eliminate the carrier's liability.

The provisions of the Athens Convention were introduced as a Bill in the Canadian Parliament in 1996, but the Bill died on the Order Table when an election was called. It has not been reintroduced yet, but it is expected that it will be in the reasonably near future.

If the Bill passes, as it was recently introduced into Parliament, it would enact the 1974 Convention with the 1990 Protocol. It would be amended so that it applies to contracts of carriage in internal waters and not just to voyages at sea. It would also be amended to broaden the definition of "ship" to include any vessel, whether seagoing or not.

FRANCE: The domestic law applies only to contracts for reward.

Principal obligations of the carrier: He shall issue a ticket; he shall

Carriage of passengers and their luggage by sea - The Athens Convention 1974

maintain the ship in a seaworthy condition and shall effect the carriage as agreed (departure, route, arrival).

Liability: The provisions concerning carrier's liability are mandatory:

A) Loss of life or personal injury.

Individual accident: The passenger shall have to prove the carrier's or crew's fault.

Collective accident caused by a peril of the sea: The liability of the carrier shall be presumed; he will be relieved of liability if he proves that no fault was committed.

Limitation of liability: 46,666 SDR per passenger, not to exceed 25,000,000 SDR. The carrier shall not be entitled to limit his liability if the loss or damage was caused with intent or recklessly (*faute inexcusable*).

B) There are special provisions dealing with liability for delay and liability for loss of or damage to luggage.

ISRAEL: The provisions of the Ottoman Code deal with the rights and obligations of the parties in case of non-performance or rescission of the contract of carriage.

For loss of or damage to luggage delivered by the passenger to the master the carrier shall be liable in accordance with the provisions dealing with the carriage of goods. The carrier shall not be liable for cabin luggage, unless loss or damage was caused by act or fault of the master or the crew.

ITALY: Carriage of passengers and their luggage by sea is governed by Articles 396-418 of the *Codice della Navigazione* (Code of Navigation-"CN"). The principal matters regulated in the Code are the following:

- (i) Events affecting the voyage: events preventing the passenger to embark or the ship to sail, delays, interruption of the voyage, disembarkation of the passenger (Arts. 400-406 CN).
- (ii) Liability of the carrier for failure to perform the voyage or delay: the carrier is liable for the damages suffered by the passenger unless he proves that the failure to perform the voyage or the delay has arisen out of an event not imputable to him (Art. 408 CN).
- (iii) Liability of the carrier for death or personal injury of the passenger: the carrier is liable in respect of occurrences that have taken place from the time of embarkation to the time of completion of disembarkation unless he proves that the event has arisen out of a cause not imputable to him (Art. 409 CN).
- (iv) Carriage of cabin luggage: the carrier is liable only if the passenger proves that the loss or damage was caused by an event imputable to him (Art. 410 CN).
- (v) Carriage of luggage delivered to the carrier: the carrier is liable unless he proves that the loss or damage has been due to a cause not imputable to him (Art. 411 CN).
- (vi) Limitation of liability: liability in respect of death of or personal injury to passengers is unlimited. Liability in respect of loss of or damage to luggage is limited to Lire 12,000 (about USD 7) per kilogram (Art. 412 CN).
- (vii) Notice of loss or damage: only in respect of luggage delivered to the

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carrier notice of loss or damage must be given on redelivery or within three days if the loss or damage is not apparent, failing which the right of recovering is forfeited (Art. 412 CN).

- (viii) Time bar: the prescription period in all cases is six months or one year if the carriage begins or terminates outside Europe or the Mediterranean (Art. 418 CN).

JAPAN: Articles 777-787 of the Commercial Code deal with the carriage of passengers and their luggage by sea. Limitation of liability is governed by the Shipowners' Limitation of Liability Act into which the Convention on Limitation of Liability for Maritime Claims of 1976 has been incorporated.

The liability of the carrier is one for presumed fault (Arts. 786, 590, 591).

However, in case of loss of or damage to cabin luggage the burden of proof shall be on the claimant (Arts. 786, 592).

Any contractual agreement purporting to relieve the carrier of liability arising from his or his servants' intentional act or gross negligence shall be null and void (Arts. 786, 739). Carrier's obligation to provide a seaworthy ship is an absolute one.

No contractual agreement can exonerate the carrier therefrom (Arts. 786, 738, 739).

Although the Limitation of Liability Convention of 1976 has been incorporated into the law of Japan, the carrier cannot limit his liability for death of or personal injury to a passenger, if the vessel calls only at Japanese ports. Furthermore the standard contract terms of the Japanese Passenger Ships Association provide that shipowners who are members of the Association waive the right to limit their liability for death of or personal injury to a passenger.

VENEZUELA: The domestic law of Venezuela (Arts. 742-748 of the Commercial Code) is inspired by the French Commercial Code of 1807 and the Chilean Code of 1865.

It deals with the rights and obligations of the parties in case of non-performance or rescission of the Contract of carriage, delay, deviation and other events affecting the voyage.

It does not deal with the liability of the carrier for loss of life of or personal injury to passengers or loss of or damage to their luggage.

USA: Common law imposes liability of the carrier based on fault.

Contractual provisions purporting to relieve the owner from liability for loss of life or personal injury are null and void.

- (d) *If "no" to question 3(a), is there any reason why your country has chosen neither to adopt the Convention nor to enact a domestic law? Please elaborate in as much detail as possible.*

Not applicable.

- (e) *Please answer as many of the questions in section B(2) as possible.*

The answers that were received have been indicated under (2) hereinabove.

SUMMING UP

The answers to the main issues raised by the questionnaire may be summed up as follows:

The limits of liability

In the original Convention of 1974 the limits of liability were fixed in "francs Poincaré" (1 franc = 65.5 milligrams of gold of millesimal fineness 900).

The Protocol of 1976 has replaced the said unit by special drawing rights (SDR). Thus the limit of liability for death or personal injury was fixed at 46,666 SDR.

The limits were increased by the Protocol of 1990. The limit for death or personal injury was increased to 175,000 SDR.

The limits for luggage and vehicles have also been increased.

The Convention of 1974 entered into force on the 28 April 1987. The Protocol of 1976 entered into force on 10 April 1989. The Protocol of 1990 is not yet in force.

The Convention has been ratified or acceded to by 26 States (24 states set forth in the CMI Yearbook 1997 p. 470 seq. plus Croatia and Slovenia). Six further states (the four Nordic States, Germany and Slovenia) have incorporated the content of the Convention in their law without ratifying it or acceding to it.

The Protocol of 1976 has been ratified or acceded to by 18 States (17 States set forth in the CMI Yearbook 1997 p. 472 seq. plus Croatia). Five further states (the four Nordic states and Germany) have incorporated the content of the Protocol in their law without ratifying it or acceding to it.

The Protocol of 1990 has been acceded to only by Egypt, Spain and Switzerland. However, the four Nordic states have adopted the limits of the Protocol of 1990 without ratifying it, and Germany has adopted limits which are approximately those of the Protocol of 1990.

Germany intends to ratify the Convention, Canada and South Africa are preparing legislation in order to incorporate the Convention and the 1990 Protocol into their law.

The Nordic countries and Germany have been reluctant to accede to the Convention for the reason that the limits were too low. They did not object to the rest of the rules of the Convention.

Only three MLAs (UK, Norway and Sweden) have required a further increase beyond the limits of the Protocol of 1990.

Strict liability

A large majority (11-5) is against a system based on strict liability.

Liability insurance or other financial security

A large majority (14-2) would have no objection to the introduction of a compulsory liability insurance or financial security or would welcome it.

Direct action against the insurer

Five Associations are in favour of and seven Associations would not object to giving claimants a direct action against the liability insurer.

Three Associations are against a direct action.

Personal accident insurance

There are differing views.

Carrier and performing carrier

A large majority (9-3) is in favour of keeping the distinction between carrier and performing carrier.

OFFSHORE CRAFT AND STRUCTURES

REPORT TO THE LEGAL COMMITTEE OF THE INTERNATIONAL MARITIME ORGANISATION FROM THE INTERNATIONAL SUBCOMMITTEE OF THE COMITE' MARITIME INTERNATIONAL

by Richard Shaw

A. Historical perspective

In 1977 the CMI drafted a Convention on Offshore Mobile Craft at its Conference in Rio de Janeiro. This draft, known as the "Rio Draft" was submitted to IMCO for consideration.

Due to other pressing matters, this draft did not come up for active consideration by the IMO Legal Committee until 1990, when a discussion took place as to whether this should be placed on the Legal Committee's Agenda. However, it was decided that before this was done the CMI should be invited to report whether, in the light of developments since 1977, there was a need to revise the Rio Draft.

At the 1994 CMI Conference in Sydney, the plenary session adopted a revised version of the 1977 Rio Draft Convention on Offshore Mobile Craft, which became known as the Sydney Draft. The Conference resolved unanimously that "the CMI establish a working group for the further study and development, where appropriate, of an international convention on offshore units and related matters". A working group consisting of Professor Edgar Gold of Canada, Professor Hisashi Tanikawa of Japan and under the chairmanship of Mr. Richard Shaw of the United Kingdom was established. In 1995 Mr. Nigel Frawley of Canada and Mr. Winston Rice of the United States were appointed as members of the Working Group and an International Subcommittee to develop this subject was appointed.

At the October 1995 meeting of the IMO Legal Committee the Sydney Draft was presented. Mr Shaw attended to support this document. It became quickly apparent, however, that the Sydney Draft did not commend itself to the Legal Committee, which did however encourage the CMI to pursue its efforts in preparing a comprehensive draft treaty.

At the 1997 Centenary Conference of the CMI, the International Subcommittee reported on the responses received from National Maritime

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Law Associations to a questionnaire distributed by the Working Group. Those responses indicated a broad majority support for further work on a broadly based international convention on offshore craft and structures, if somewhat more limited than the original Canadian proposal.

B. Introduction to the issues

The original objective of the 1977 Rio draft was to clarify the application of certain recognised principles of maritime law which already applied to ships to the new types of craft developed in connection with the exploration and exploitation of offshore mineral resources, but which did not fall within the recognised definition of a ship. Thus, for example most states' laws relating to the registration of ships do not strictly permit the registration of a mobile offshore drilling unit, nor indeed of a mortgage on such a unit. In practice many such units are in fact accepted for registration without, apparently, much scrutiny as to whether they satisfy the definition of "ship" under the applicable legislation.

The development of offshore oil since 1977 has produced a wide range of new craft which have made the legal position even more confused. Typical examples are the derrick barge and, most recently, the FPSO (Floating Production, Storage and Offloading Unit) which in many cases is a converted tanker sometimes with its means of propulsion removed, (although some are specially built) and in any event is not intended for use in navigation - the most common criterion of the definition of a ship.

The IMO has already recognised the need for action in this area by the adoption in 1979 and 1989 of the MODU Code on the application of the Loadline and SOLAS Conventions to mobile offshore drilling units. This code is a good example of the adaptation of established maritime law principles to craft for which they were not originally conceived.

The need for an international convention to clarify the application of legal principles relating to subjects such as registration, mortgages, salvage, limitation of liability and liability for oil pollution appears to be widely recognised, although it would not be right to overlook the view expressed in certain quarters, notably by the International Association of Drilling Contractors and the E and P forum, that there is no need for such convention.

The bigger question, however, is whether, in attempting to develop a solution to the recognised legal uncertainties in this field the IMO should try to produce a broader based convention dealing with all offshore activities. The advocates of such a convention recognise the existence of well established regional agreements covering, for example, the North Sea, Mediterranean, and Arabian Gulf areas, and the arguments of those who question the need for further rules of general application world wide. They argue, however, that there are areas such as South East Asia, West Africa, and the South Atlantic where there is no such regional agreement in place, and where a set of principles drawing from the best of the existing regional agreements, and embodying existing best practice in offshore operations and rules, would be of universal benefit.

A further question is whether such a broadly based convention should

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encompass fixed offshore structures as well as those which float. While there is a recognisable difference in kind between fixed structures and mobile offshore craft, there are some principles, such as safety and pollution, which are equally applicable to both.

In developing legal rules appropriate to the industries working offshore, account must be taken of the potential conflict between the interests of the flag state, which traditionally has jurisdiction over ships (and, by extension, offshore mobile craft) flying its flag, and the coastal state, which generally exercises a regulatory jurisdiction over the exploitation of offshore resources within its territorial sea. This jurisdiction has been extended by the UN Convention on the Law of the Sea ("UNCLOS"), which entered into force on 16th November 1994, to the Exclusive Economic Zone ("EEZ") and continental shelf, which may extend far beyond the limits of the territorial sea.

C. General principles

The CMI International Subcommittee has proceeded from the following basic principles:

A. The expansion of offshore activities worldwide, particularly into areas of the world where there are no regional conventions, emphasises the need for a set of uniform and consistent rules of uniform application.

B. Any offshore regime must reconcile potentially competing interests of states and interested parties. The interested states include the coastal state, the flag state, the states of domicile of operators and of offshore unit workers and the international and contiguous state ecosystems. The interested parties include the petroleum and offshore industries, investors, creditors, insurers and offshore unit workers.

C. Proposed Offshore Regime provisions must be consistent with the principles and articles of the 1982 United Nations Convention on the Law of the Sea, particularly those specifically relating to offshore development.

D. Proposed Offshore Regime provisions should be consistent with other generally accepted international maritime law conventions, except where the liability and operating environments of the offshore industry are *sui generis* or so markedly different from the operation of mobile seagoing commercial vessels as to require distinct international rules.

E. The principles of state sovereignty and autonomy of national economic development should be taken into account along with the principles of UNCLOS (particularly Article 56), international obligations of states to the environment, to their citizens and to nationals of other states, to safety and to the need for compensation for personal injury and property damage, and the need to provide an appropriate international legal environment for a diffuse international industry.

F. Freely negotiated agreements made between owners and operators of offshore units and other interested parties including coastal states should be respected, subject to proper protection of the marine environment and relevant provisions of UNCLOS.

G. Recognising the rapid commercial and technological evolution of the international offshore industry, an international offshore regime should be flexible enough to accommodate future commercial and technological developments and not set out detailed prescriptive rules, but rather focus on objectives and standards.

H. Coastal states shall not unreasonably expose neighbouring states to the risk of damage to their environment as a result of action or inaction with respect to offshore units.

D. Topics considered

The list of topics addressed in this paper is not intended to be exclusive, but includes most of the subjects which the majority of National Maritime Law Associations responding to the questionnaire considered appropriate for inclusion in such a convention. They are:

1. Ownership, including Financing and Mortgages
2. Registration and Flag
3. Maritime Liens and Rights of Civil Arrest
4. Civil Jurisdiction
5. Penal Jurisdiction
6. Salvage
7. Limitation of Liability
8. Liability for pollution
9. Removal of Decommissioned Structures and Wrecks

1. Ownership, including Financing and Mortgages

1.1 Presently, there is no uniform international regime. Since types of industrial plant used in the offshore industry are costly to build and operate, and there is considerable risk inherent in their operation, international rules respecting ownership and finance are commercially desirable.

1.2 The responses of the national maritime law associations show a consensus that this topic should be included as part of an international regime.

1.3 It is necessary first to consider what types of structures ought to be covered. Self propelled tankers would be covered already by domestic legislation and conventions applying to ships. As the legal status and application of national standards to fixed platforms and dumb barges varies widely between countries, but such structures are an integral part of offshore operations, offshore units and floating storage units should be covered.

1.4 Clause 60(8) of UNCLOS means that fixed structures and artificial islands cannot be regarded as part of state territory unless located in the Territorial Sea. Therefore one cannot apply domestic law respecting property rights in immovables to artificial islands simply by the legal principle of accession to the soil. Unilateral attempts by national governments to extend property laws of general application to structures outside the territorial sea could be subject to challenge under international law or risk non-recognition

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by courts of other states. Therefore a specific international legal regime is needed for property in fixed structures and artificial islands.

1.5 The question of whether an offshore unit is a 'ship' has bedevilled discussion of this subject for many years. It is the view of the Subcommittee that the term "offshore unit" is to be preferred to cover both fixed and mobile modes.

1.6 Offshore units as so defined do not include artificial islands, that is those created by fill or dumping. The majority of respondents to the questionnaire did not consider that such artificial islands should be included in a convention at this time. Anthropogenic structures such as concrete base platforms are intended to be included.

1.7 Adoption of a general principle that all offshore units be registered would permit the stable and predictable application of rules for the granting of mortgages or hypothecs in offshore units.

1.8 It is also necessary to develop international rules respecting ownership and civil and penal responsibility, which would apply during positioning voyages of offshore units destined to become semipermanent structures, from their building location to their operating site and from that site to their next location or dismantling site.

2. *Registration and Flag*

2.1 There is general support from national maritime law associations that this topic should be considered for an international regime. The domestic law of some states may permit self-propelled offshore units to be registered as ships, but there is no uniform international regime.

2.2 All offshore units should have a nationality. This would permit the clear application of the law of property of the flag under which units are registered. It is undesirable that unregistered or 'stateless' offshore units be permitted to operate outside internal waters without some juridical connection to a state and its legal system. Because operation of offshore units is an internationally diffuse industry with many points of contact to various places of business, determination of property rights in 'stateless' units would give rise to complex conflict of laws issues and the granting of security in such units for financing would be hampered by legal uncertainties. The application of principles of penal jurisdiction over unlawful acts committed on board 'stateless' units would be particularly unpredictable.

2.3 The international regime should provide for the registration by flag states of ownership and mortgage or hypothec interests in offshore units. It is immaterial whether such units are registered as ships, or in specialised registries established for that purpose.

2.4 Consistent with Articles 4 and 6 of the 1986 Ship Registration Convention, offshore unit flag states should be required to have a competent and adequate maritime administration for the purpose of implementing international safety and pollution prevention standards and ensure that their registry systems permit the identification and regulatory accountability of

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offshore unit owners. As a minimum, the convention should provide for a right of general public access to information recorded in domestic registries.

2.5 Consideration could be given to an international registry of offshore units as a long term objective. An international registry or clearing house for Offshore Units should be established to facilitate searches and financing. Such a registry should include Offshore Units used both in territorial waters or coastal economic zones or on the high seas. The establishment of such a registry may be complemented by an international uniform regime for property and financing interests in offshore units.

2.6 Because the stationing of Offshore Units for lengthy periods within territorial waters or the Exclusive Economic Zones of coastal states gives rise to unique jurisdictional issues, the legal status and incidents of flagged Offshore Units ought not necessarily be identical to those of a mobile cargo carrying vessel. These jurisdictional issues will be discussed below.

2.7 As economic conditions and technological development lead to exploitation of the international sea bed under the High Seas, provision should be made for additional compulsory registration of Offshore Units and artificial structures, and property interests therein, used in the exploitation of international waters or sea bed with the International Seabed Authority under United Nations Convention on the Law of the Sea, 1982. This Convention's definitions of Offshore Unit should permit automatic revision through IMO tacit amendments procedure to take into account development of new technology.

3. *Maritime Liens and Rights of Civil Arrest*

3.1 A threshold issue which needs to be debated is whether maritime liens ought to attach to offshore units. These are not as mobile as conventional cargo carrying vessels. It is recognised IMO policy not to extend the scope or categories of maritime liens.

3.2 The objective of maritime liens is to accord a privilege to certain classes of claims that are considered most worthy of rights of recovery against mobile assets of an industry operating in a high risk environment. The concept of maritime liens evolved before those of workers' social benefits or compulsory insurance. The same objective could be met by international rules providing for compulsory insurance for certain risks, for the ranking of priorities among creditors, and for consistent administration of multinational estates of insolvent operators. While the principle of compulsory liability insurance has been accepted internationally for carriage of heavy petroleum and some bulk HNS, it is unlikely that an international consensus would be identified in the foreseeable future to support development of a compulsory insurance system applicable to Offshore Units for the types of claims which have given rise traditionally to maritime liens.

3.3 This section of the paper does not discuss pollution liability and compensation rules discussed elsewhere. Assuming comprehensive pollution discharge liability and compensation regimes are in place for Offshore Units,

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the following maritime liens could be recognised as attaching to Offshore Units in whatever mode, and ranking ahead of claims by mortgagees or the holders of hypothecs:

- loss of life or personal injury to Offshore Unit occupants or arising from operation of Offshore Units (e.g. supply ship crew injured by Offshore Unit crane operation)
- claims of Offshore Unit Workers for wages and social benefits
- salvage
- tortious or delictual physical loss

These are the same categories of claims recognised as maritime liens under Article 4 of the Maritime Liens and Mortgages Convention 1993. Such liens could be subject to a general limitation of liability regime if adopted for Offshore Units.

3.4 Recognition of these types of liens should not impair offshore unit financing any more than the present priorities of maritime liens impair ship financing. It is open to secured creditors to require that operators provide insurance or other risk management systems for such risks.

3.5 With the possible exception of cargo stowed aboard a floating production unit, industry practices in the location of transfer of title after extraction and the ratio of value of cargo to Offshore Unit may make General Average practically irrelevant to an offshore unit liability regime. It is doubtful whether a universal offshore regime need recognise a lien for general average.

3.6 In addition to the restricted types of claim for which the status and high priority of maritime liens are conferred, the 1993 Maritime Liens and Mortgages Convention permits state parties to establish rights of arrest for other types of claim, such as goods supplied to a vessel, but with a priority lower than maritime liens or mortgages. Consideration might be given to whether such an optional regime is appropriate to Offshore Units.

3.7 The rights conferred by a maritime lien are usually associated with rights of arrest. Offshore Units have different operating characteristics from ships which affect conferral of arrest rights. For example, a spudded down jackup unit is less likely to depart the jurisdiction to evade service than a cargo carrying ship. Domestic laws differ whether arrest confers possession of the ship upon the creditor, or on the court officers, and whether the expenses of maintaining the *res* pending disposition are recoverable as a first charge on the proceeds of sale. An Offshore Unit anchored in the open sea is in a different risk environment from a bulk carrier secured inside a harbour.

3.8 As the arrest of an Offshore Unit while positioned offshore may be impractical, if this Convention addresses maritime lien rights, it should provide for alternate means of lien claimants and persons having *in rem* remedies of obtaining security for their claims, such as compulsory provision of bail up to the lesser amount of the claim or the unit's value, compulsory sale at the discretion of the Court, registration of *lis pendens*, or the suspension of registration of transactions concerning the unit pending determination of the claim.

3.9 Similarly to responsibility for arrested property after its seizure, domestic laws differ on the rights and obligations of secured creditors and claimants for liabilities arising from their taking possession of security. This is a difficult issue. For example, if a creditor in possession is made responsible for discharges of pollutants, obtaining financing for Offshore Units may be more expensive or commercially impracticable. On the other hand, an Offshore Unit on station improperly maintained or abandoned by an insolvent operator is a greater risk to passing ships and the environment than a derelict ship alongside a wharf. Environmental issues of creditors' responsibility for operating or decommissioning oil wells on land has spawned litigation. While some coastal states' laws require operators to provide insurance or other security for such claims, there is no uniformity of practice.

3.10 There are several choices. The regime could provide that mortgagees, receivers or others exercising possessory or sale remedies against Offshore Units shall assume all or specified parts of the international safety and pollution prevention obligations of registered owners, depending on whether they continue to operate the unit as a going concern or move or decommission it as part of the realization process. Because the general goal is to ensure that exercise of creditors' remedies does not heighten environmental or operational risks (including the risk that compensation may not be available if an accident occurs), a convention could simply provide that coastal licensing states must take adequate measures to ensure that in the event an Offshore Unit is arrested or seized by creditors, international safety and pollution prevention obligations are fulfilled by whatever means the state chooses. These means could include imposing responsibilities on creditors, assumption of responsibilities by state authorities, or assumption of responsibilities by industry response organisations.

3.11 It should also be considered whether any right conferred for the arrest of Offshore Units be extended to 'sister units'.

4. *Civil Jurisdiction*

4.1 The national maritime law associations who commented on this topic considered that this would be usefully treated as part of the regime.

4.2 Compared to merchant vessels, Offshore Units are unique in that a foreign flag entity with a multinational work force may remain stationary within the Economic Zone or territorial waters of a nation for months or years - a sort of enclave without diplomatic immunity. This type of operation was not contemplated in previous maritime conventions dealing with civil or penal jurisdiction. There is potential for confusion because of absent or differing domestic legislation concerning the exercise of civil and penal jurisdiction seaward of internal waters. While UNCLOS states the general principle that coastal states have the general right of regulation within their exclusive economic zone, Article 56 is clear that rights of exploitation of EEZ areas must be exercised with regard to the rights of other States and UNCLOS. Therefore if a coastal state makes the policy choice of licensing foreign flag units to

operate within its territorial sea or EEZ, it should have a corresponding obligation to respect rights that are incident to that foreign flag.

4.3 The 1994 CMI Sydney Draft International Convention on Offshore Mobile Craft incorporates by reference the 1952 Convention Concerning Civil Jurisdiction in matters of Collision and the 1969 Convention on Civil Liability for Oil Pollution Damage. The former gives a collision action plaintiff a choice of forum of the place of the defendant's habitual residence or business, the place of the collision or a place at which the ship or a sister ship may be arrested. The latter Convention restricts claims for pollution damage compensation to the courts of the affected state party.

4.4 Multiplicity of litigation, with its disadvantages of increased delay, expense and potentially inconsistent results, is to be avoided. It would be desirable that the regime provides for uniformity of jurisdictional rules. A useful distinction may be made between jurisdiction over maritime claims *ex contractu* and those *ex delictu*. As most of the participants in the offshore industry are commercially sophisticated, as a general rule such parties should be left free to agree as they wish for choice of forum clauses.

4.5 An exception to this general rule may be contracts of engagement for Offshore Unit Personnel. Some, but not all, coastal states administer workers' compensation systems in which the right to sue is displaced by a 'no fault' benefits system. This is an aspect of a more general issue whether an international regime should address conditions of employment. An offshore operator may employ several subcontractors for services on board a single unit. If, for example, employees of multiple contractors are injured in one accident, it would appear inefficient at best and at worst unjust if the issue of liability could be determined before several tribunals depending on the existence and selected courts in employment contract choice of forum clauses. Also, an unfettered right by employers to stipulate a forum could leave workers domiciled in other countries without practical access to the contractual tribunal. Offshore industry contractors hire workers with a view to labour costs. If the contractor obtains an economic benefit from being able to hire workers from a particular country, it is reasonable that the contractor pay for that benefit by accepting the jurisdiction of the courts or employment tribunals of the workers' domicile.

4.6 An international regime could provide for consolidation of proceedings in multijurisdictional claims.

4.7 Different considerations apply to claims *ex delictu*, for victims of wrongdoers do not generally choose to suffer loss. Here, the regime could appropriately provide for a range of permitted forums, such as the place of the accident and the domicile or place of business of the claimant or defendant.

4.8 As a general principle, each state party should ensure that its Courts possess the necessary jurisdiction to entertain claims arising from matters covered by the regime, including activities and obligations in the EEZ.

5. *Penal Jurisdiction*

5.1 International law traditionally has classified grounds for assertion of nation state jurisdiction as:

- the place an offence is committed;
- the nationality of the perpetrator or the victim of the offence;
- the national interest affected (the protective principle); and
- the place of arrest of the offender (the universal principle)

5.2 While penal jurisdiction over incidents on board ships generally has been considered a matter for the flag state, the positioning of offshore units for long periods gives rise to important public interests of the coastal states.

5.3 While most responses to the questionnaire considered that this topic may be addressed, one national law association considers that inclusion of penal jurisdiction in a convention covering Offshore Units and structures is unnecessary, as it doubts that a gap in jurisdiction exists. Not all states' domestic law provides for exercise of functional penal jurisdiction outside of the territorial sea. Where such laws exist, the operation of Offshore Units creates great potential for conflicts between interests of different states. This type of operation was not contemplated in previous maritime conventions such as the 1952 International Convention for the Unification of Certain Rules Relating to Penal Jurisdiction in Matters of Collision or Other Incidents of Navigation. Granting the flag state exclusive penal jurisdiction may have been appropriate to vessels exercising the traditional right of innocent passage, but it does not address the regulatory interest of Coastal States over Offshore Units and structures as recognized by UNCLOS.

5.4 Types of offence related to offshore operations can be classified as:

- i) Regulatory offences, such as contravention of operating or safety standards;
- ii) Personal Offences, such as assaults between Offshore Unit occupants and theft of personal belongings of offshore workers; and
- iii) Offences against public order, such as murder, piracy and terrorism.

Each category of offence raises distinct regulatory and public interest concerns.

5.5 Penal jurisdiction should reflect the realities of multinational work forces aboard Offshore Units and the interests of the Offshore Unit flag state, Coastal (licensing) State, and state of domicile of Offshore Unit Workers. The international community also has a general interest in suppressing international crimes such as piracy, terrorism and deliberate transboundary pollution.

5.6 As seen in practically every system of domestic offshore licensing, Coastal States have an interest in regulatory compliance arising from external aspects of unit operation such as pollutant discharges. Both coastal and flag states have an interest in regulatory compliance arising from internal matters such as construction and maintenance standards.

5.7 Unlike regulatory offences, personal offences may not affect the

safety of the Offshore Unit or its occupants as a whole. Nevertheless, effective enforcement of flag state criminal law may be difficult if an Offshore Unit is on the other side of the world. This may be justification for conferring joint penal jurisdiction to the Flag and Coastal State for personal offences and a stronger argument for granting such a joint penal jurisdiction over public order offences. Offshore Units may be as physically isolated as ships, and therefore the right conferred by maritime nations on ship's officers to maintain discipline could be applied to Offshore Unit on-board operating officers.

5.8 Although Offshore Unit occupants' domiciliary states have an interest in bringing their nationals to justice for offences against public order, it may be that the policy choice whether to treat nationals as liable for offences committed abroad simply on the basis of nationality should be left to individual governments rather than be addressed in a convention.

5.9 Recognising the practicalities of enforcement at a distance by conferring joint penal jurisdiction should not lead to the injustice of operators and, particularly, individuals on Offshore Units being punished twice for the same offence. A Convention should require that Flag and Coastal State Contracting Parties, as a condition of exercising joint jurisdiction, give effect to the defences of double jeopardy and impossibility of compliance. Double jeopardy includes the right not to be punished twice, albeit by different jurisdictions, for the same offence. Impossibility of compliance refers to the dilemma of complying with one state's regulatory requirements at the cost of necessarily contravening another state's standards.

5.10 The deliberate disabling or destruction of an Offshore Unit could have catastrophic consequences for those on board or the ecology or even populations of coastal areas. A general Offshore Unit Convention should be consistent with the Convention for the Suppression of Unlawful Acts against the Safety of Maritime Navigation, 1988 (SUA 1988) and the Protocol for the Suppression of Unlawful Acts against the Safety of Fixed Platforms located on the Continental Shelf, 1988 (SUA PROT 1988). These conventions may also require revision in the light of more recent developments.

5.11 Given the increasing international incidence of refugee movements and economic migrants, the Convention could appropriately provide for the physical protection and repatriation of stowaways aboard Offshore Units.

6. *Salvage*

6.1 Oil rigs and offshore structures have traditionally been excluded from the class of recognised subjects of salvage, since they do not fall within the descriptions of ship, cargo freight, bunkers or stores. - see the "*Gas Float Whitton No 2*" [1897] A.C. 337.

6.2 However a significant change in the principles of the law of salvage, as recognised both nationally and internationally, was made by Article 3 of the 1989 Salvage Convention, which provides:

"This Convention shall not apply to fixed or floating platforms or to mobile offshore drilling units when such platforms or units are on

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location engaged in the exploration, exploitation or production of sea-bed mineral resources.”

6.3 This article did not appear in the CMI Montreal Draft, but was introduced as a possible subject of reservation in the IMO Legal Committee. At the IMO Diplomatic Conference the International Association of Drilling Contractors expressed serious concern at the possibility of a volunteer salvor attempting to render salvage services to a sophisticated drilling rig without the necessary knowledge of its complex systems and stability. The final text reflects the view of the Conference that such rigs should be proper subjects of salvage while they are under tow or under way to or from a drilling site, but that, while they are actually “on location” engaged in the exploration, exploitation or production of sea-bed mineral resources, they should be excluded from liability to pay salvage remuneration to a volunteer salvor.

6.4 This does not of course exclude, and indeed never has excluded, the possibility of the owners of such a craft or structure concluding an agreement with a contractor to render services which will be remunerated on a salvage basis. There have been several cases of salvage services being rendered to oil rigs on Lloyds Form of Salvage Agreement even before the 1989 Salvage Convention.

6.5 Article 1 (Definitions) includes the following:

- a) Salvage operation means any act or activity undertaken to assist a vessel or other property in danger in navigable waters or in any other waters whatsoever.
- b) Vessel means any ship or craft, or any structure capable of navigation.
- c) Property means any property not permanently and intentionally attached to the shoreline and includes freight at risk.

6.6 A fixed structure attached to the offshore sea bed can hardly be described as “permanently and intentionally attached to the shoreline” and, even if it is not a vessel, does fall within the definition of property.

6.7 The wording of Article 3 appears to envisage the possibility of a salvage service being rendered to a fixed structure on location but which is not actually engaged in exploration, exploitation or production. This would indeed be a very significant extension of salvage law, which has traditionally resisted the notion of salvage of a fixed structure such as a pier.

6.8 It was never suggested during the 1989 Diplomatic Conference that such fixed structures lay outside the jurisdiction of the IMO, but this aspect was never actively debated.

6.9 While therefore the extension of the rules of salvage to fixed or floating platforms and to mobile offshore drilling units is to be welcomed, and while it is probably undesirable to try to extend the principles of a new article in a Salvage Convention not yet ten years old, some clarification in a comprehensive offshore convention of the position of units which are on location but not actively engaged in exploration, exploitation or production would be helpful.

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6.10 It should be remembered that clarification of these issues will enable a salvor whose operations have been effective in preventing or minimising damage to the environment to claim Special Compensation under Article 14 of the 1989 Salvage Convention.

6.11 It has been suggested that operators should be obligated to ensure that there is a salvage system in place with sufficient resources and expertise to deal with discharges and accidents in fixed as well as mobile modes. Such provisions may well form part of the conditions for the grant of a licence to the operator, but it is questionable whether a comprehensive convention should contain such mandatory provisions.

6.12 In drafting the 1989 Salvage Convention the CMI and IMO both steered clear of creating specific obligations on the ship and rig owner to accept salvage services, even where the circumstances indicated that it was prudent (or even essential) to do so. Unreasonable refusal to accept salvage assistance may, in the appropriate case, prejudice the owner's insurance coverage, but it would run counter to the policy adopted by IMO in drafting the Salvage Convention to create some form of criminal offence in such circumstances. How else could the obligation to accept salvage assistance be enforced?

7. *Limitation of Liability*

7.1 There is at present no regime in force to impose on the operator or owner of a fixed or floating platform or mobile offshore drilling unit liability for damage caused by pollution resulting from their activities. An attempt to create a convention in 1977 produced the CLEE Convention on Civil Liability for Oil Pollution Damage resulting from Exploration for and Exploitation of Seabed Mineral Resources. This convention has however never received the necessary ratifications and accessions for entry into force.

7.2 Since 1977, however, the general approach to pollution damage claims has developed significantly, particularly with reference to oil pollution, but also concerning pollution by other Hazardous and Noxious substances carried by sea. The typical picture is one of strict liability on the vessel owner, with direct action against his insurer, but with a finite limit of liability calculated by reference to the tonnage of the vessel and the availability of insurance coverage for such liabilities. It has been suggested that the CLEE Convention failed to gain International acceptance because it offered the alternatives of limited and unlimited liability.

7.3 Discussions are already taking place in the IMO legal Committee as to the possibility of an all-embracing liability convention for ship owners, with compulsory third-party liability insurance and the right of direct action by the victim against the insurer, similar to that required in almost all countries of the owner of a motor vehicle.

7.4 Recent debate on the subject of reinsurance of P and I Club coverage for oil pollution damage under the US OPA 90 legislation suggests that, even in the fields of offshore exploration and exploitation, insurers will not be

willing to offer cover with direct action by claimants without some realistic limit of liability for damages. While therefore the notion of unlimited liability has obvious attractions to claimants, the substantial benefits to them of strict liability and direct action against insurers will probably justify, in the longer term, the necessary political will to accept limitation of liability as the price for these benefits.

7.5 The modern law of limitation of liability is set out in the 1976 Convention on Limitation of Liability for Maritime Claims. Article 15(5)(b) of that convention expressly provides:

“This convention shall not apply to...floating platforms constructed for the purpose of exploring or exploiting the natural resources of the seabed or the subsoil thereof.”

7.6 It may well be that the members of the IMO are now ready to reconsider this position. It is noteworthy that the 1994 Sydney Draft contained in article 5 a provision which would extend the right of Limitation of Liability to the owner or operator of a craft (not permanently fixed into the sea bed) used or intended for exploration or exploitation of the mineral resources of the sea bed.

7.7 The 1976 Convention adopted the gross tonnage of the ship, calculated in accordance with the 1969 International Convention on Tonnage Measurement of Ships, as the yardstick by which the Limitation Fund should be calculated, thus avoiding the problems associated with ships of differing tonnages depending on their configuration at the time. The 1969 Tonnage Convention can be applied to mobile offshore craft, whether self propelled or not, but it is clearly inappropriate to fixed structures. A reference to the tonnage of crude oil, or the volume of natural gas, passing through the platform during the year preceding the incident giving rise to the claim, might be a possibility, although special rules would be required for redundant structures.

7.8 In their Initial Drafting Suggestions and Notes dated 31st August 1994 the Canadian MLA has proposed that if an Offshore Unit is working at the material time in association with a Floating Storage Unit, the combined tonnage of the two (or more) units concerned should be the basis for calculation of the limitation fund.

7.9 Clearly some provision would be required specifying the circumstances in which a person liable would be deprived of the right to limitation of liability. The formula adopted in Article 4 of the 1976 Limitation Convention has proved satisfactory in practice, and has been adopted in other conventions such as the 1992 Protocol on Liability of Oil Pollution Damage and the 1996 Convention on Liability for Hazardous and Noxious Substances. It is recommended that it be adopted in any comprehensive Offshore Convention. It reads:

“A person liable shall not be entitled to limit his liability if it is proved that the loss resulted from his personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result.”

8. *Liability for Pollution from Offshore Craft and Structures*

8.1 The CLEE Convention 1977

There is currently (1997) in place no universal regime governing liability for pollution from offshore activities. In 1976 a conference in London sponsored by the UK Government produced the Convention on Civil Liability for Oil Pollution Damage resulting from Exploration for and Exploitation of Seabed Mineral Resources (CLEE 1977). That convention attempted to build on the model of the 1969 CLC Convention on liability for oil pollution from tankers, including the following elements:

- i. strict liability;
- ii. channelling of all claims to an identified party (in the case of CLEE77 the operator of the installation);
- iii. a very restricted list of exceptions;
- iv. limited liability up to a (then) relatively high level (40m SDR);
- v. evidence of insurance or other financial security; and vi. direct action against the insurer.

8.2 Some states, however, were unwilling to accept the notion of limited liability in the offshore field, and as a result an additional article was included in the final text of the CLEE77 convention giving the controlling state the right to fix a higher limit than that provided in article 6 of the CLEE convention, or even no limit at all. This proved a fatal flaw, and the CLEE convention has not entered into force.

8.3 It is, perhaps significant that the CLEE Convention did not include provisions for the establishment of an industry-contributed fund to cover liabilities in excess of the limits provided by article 6. Such a fund was established in the case of tanker-source oil pollution by the 1971 Fund Convention and this model has been adopted in the 1996 Convention on Liability and Compensation for Damage in connection with the Carriage of Hazardous and Noxious Substances by Sea (the HNS Convention).

8.4 The CMI International Sub-Committee understands that the Governments of Norway and Germany have maintained the principle of unlimited liability in their legislation relating to offshore exploration and exploitation, and it will be useful to investigate whether this has acted as a deterrent to these activities in the sea areas under their jurisdiction.

8.5 It may be useful to draw a distinction between pollutant discharges emanating from natural reservoirs and those from offshore craft themselves or associated man-made facilities like pipelines. While it may be difficult to estimate the potential severity of future uncontrolled blowouts (like that suffered by the IXTOC 1), the maximum storage capacity of structures such as pipeline sections, FPSO's and holding barges is known and the potential risk therefore rateable for insurance purposes. A pollution limitation regime which attempted to cap liability for discharges from particular blowout occurrences could suffer the disadvantages of significant under compensation or the expense of insuring a fund in excess of the cost of a particular incident. On the other hand a limitation regime based on contributions from both offshore unit

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operators and the owners of the extracted commodity, applying only to discharges from offshore craft and related structures, may be workable.

8.6 The Offshore Pollution Liability Agreement (OPOL).

This is a contract voluntarily entered into by a number of oil companies on 4th September 1974 and which came into force on 1st May 1975. It has been amended regularly since then, the last such amendment being in 1996. Originally conceived to apply only to operations in waters under UK jurisdiction, it has been extended to all European Union coastal states and Norway.

8.7 By this agreement, participating companies accept strict liability for pollution damage and the cost of remedial measures arising from their operations up to a maximum of US\$ 100 million per incident. The six principles of the CLEE set out above are broadly incorporated in OPOL.

8.8 This agreement shares many concepts with TOVALOP, the tanker industry's interim solution to oil pollution damage claims introduced following the "TORREY CANYON" casualty pending widespread acceptance of the 1969 CLC and 1971 Fund Conventions. TOVALOP, and its attendant top-up agreement CRYSTAL, were formally terminated on 20th February 1997.

While therefore it may be argued that the OPOL scheme adequately meets the needs of claimants at the present time, it would be unsafe to assume that it will remain in place indefinitely, and the argument for a broadly accepted convention governing liability for pollution from offshore oil activities remains a valid one.

8.9 Pollution from Offshore Craft

To the extent that Offshore craft fall within the definition of "ship" in the relevant national laws, the applicable regimes relating to liability for pollution from ships will apply. This was the philosophy behind article 7 of the Sydney Draft, which made the 1969 CLC and subsequent protocols apply to craft to the extent that they would not otherwise apply.

8.10 It may be questioned however whether this provision really added to the existing law, and, more important, whether it met the perceived need for a pollution liability regime covering damage caused by pollutants other than oil carried in bulk as cargo. The 1992 Protocol extends this regime to oil carried in the bunkers of the ship but not, paradoxically, to used lube oil in the sump of the main and auxiliary engines.

8.11 Offshore craft rarely carry persistent oil in bulk, but may well carry other pollutant substances. A new convention must therefore be cast broadly enough to ensure that it covers all potential pollutants carried in connection with offshore operations by craft, whether or not they fall within the accepted definition of "ship".

8.12 Care will be required to incorporate provisions to avoid duplication of liability for pollution damage on both the operator of an offshore craft under a regime based on the CLEE principles and the owner of a craft which falls within the definition of a ship under the principles applicable to ship-source pollution.

9. *Removal of Decommissioned Structures and Wrecks*

This subject is also included in the work of another CMI International Sub-Committee under the Chairmanship of Mr Bent Nielsen, and was the subject of extensive discussion at the April 1998 meeting of the IMO Legal Committee.

9.1 Care must therefore be exercised to avoid unnecessary duplication. However it is noteworthy that the report of the 75th (April 1997) Session of the IMO Legal Committee includes the following paragraph no 76 under the heading of Draft Convention on Wreck Removal - Types of wrecks/ships covered:

“Some delegations supported the inclusion of offshore installations but with reservations that it should be strictly on the same bases as in the 1989 Salvage Convention i.e. when in transit. The Committee decided that as the CMI is studying this matter, it would be preferable to await the outcome of the CMI study.”

E. **Conclusions**

This Report and the work of the Working Group and CMI International Subcommittee on which it is based, confirms that there is still much uncertainty in international maritime law as to the applicability of established maritime law concepts created for ships to the craft now used in offshore exploration and production which do not fall within the definition of ship.

The Sydney Draft Convention submitted to the Legal Committee in October 1995 did not achieve substantial support, and the CMI has resolved at its recent 1997 Conference to continue work on this subject, including other topics not dealt with in the Sydney Draft, subject to confirmation by the IMO Legal Committee of its continuing encouragement, initially expressed in paragraphs 16 and 17 of the Report of LEG73 as follows:

16. Many delegations noted that most states treated offshore mobile craft as ships for purposes of national maritime law. Therefore, there was not sufficient justification at this stage, in the light of more urgent items to be dealt with, to give priority to this subject. Moreover, some of these delegations expressed the concern that, in its simplest form, the structure of the draft could be read as a mechanism to amend the definition of “ship” in many other conventions.
17. The Legal Committee noted with appreciation the information received from the CMI and encouraged the CMI to pursue its effort in preparing a comprehensive draft treaty. The committee decided to maintain the subject in its work programme but, in the light of the comments and of the ongoing work in the CMI, with low priority. The IMO MODU Code provides a good example of the useful work which has been done by IMO in this field in adapting the principles of the Load Line and SOLAS Conventions to mobile offshore

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drilling units, and it is the view of the CMI International Subcommittee that it should be possible to develop an International Convention on Offshore Units, drawing on the MODU Code and the existing regional agreements applicable to the North Sea, Mediterranean and Arabian Gulf as source material.

The CMI has resolved to support this work, concentrating on mobile units, but including fixed structures where these can be logically integrated into such a convention. The subjects considered in this report would form the basis of such a draft convention.

Distinguished Delegates are therefore requested to consider this issue, and the contents of this report, with their governments during the period leading up to the 79th meeting of the Legal Committee in April 1999. If at that meeting there is support for further work by the CMI to prepare a draft international convention, it is hoped that such a draft would be available for consideration by the CMI at its next conference in 2001, and by the Legal Committee shortly thereafter.

UNIFORMITY OF THE LAW OF CARRIAGE OF GOODS BY SEA

REPORT OF THE FIFTH SESSION OF THE INTERNATIONAL SUB-COMMITTEE

by Frank L. Wiswall

London, 9th and 10th November, 1998

The Sub-Committee met in the Dome Room of the offices of Messrs. Richards Butler, 15 St. Botolph Street, London. The meeting was called to order by the Chairman, Professor Berlingieri, on Monday 9 November 1998 at 9:40 a.m. Dr. Frank Wiswall served as Rapporteur. Representatives of fourteen National Member Associations and four Consultative International Organization Members were present. A list of the participants is attached as Annex A.

General remarks

At the outset of the meeting, **the Chairman** expressed on behalf of the CMI and the participants the thanks due to Messrs. Richards Butler for their generosity in granting use of their facilities, and to Stuart Beare, Esq., for arranging the amenities and practical necessities for carrying on these meetings.

The Chairman announced the decision of the Executive Council, taken upon the recommendation of the Steering Group on the Study of Issues of Transport Law, that this Session of the International Sub-Committee (IS-C) would conclude the present work on the issues concerning liability and limitation in connection with the carriage of goods by sea. It was envisioned that the IS-C would be reconstituted at such point in the future as was warranted by progress made in the studies of other aspects of international transport law being organised by the Comité on behalf of UNCITRAL.

The Chairman asked whether any delegates present considered any of the present legal systems governing carriage of goods by sea (COGBS) to be wholly satisfactory, or whether the IS-C should proceed to consider individual issues of liability and limitation.

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Mr. Alcantara (Spain) Suggested that the IS-C must proceed to examine the issues, but that the focus should at all times be upon attainment of uniformity.

The Chairman suggested that the IS-C base its considerations upon the Summary of Issues prepared by him following the discussions which took place at the Centenary Conference of the CMI in 1997 and the Report appearing in the 1997 CMI *Yearbook*.

This method of work was agreed. He further suggested that the IS-C should now proceed by consensus whenever possible, as this reflected the method of decision within UNCITRAL itself; this was also agreed.

At the suggestion of the Chairman, **Mr. Beare** (U.K.), who had been appointed by the Executive Council as Chairman of the newly-established IS-C on a Study of Issues of Transport Law (ITL), explained the aim and scope of that work and stressed that the issues of liability and limitation would not be the focal point. The issues of liability and limitation, including any new issues identified in the course of that work, would remain for further consideration by the CMI at an appropriate stage in the future.

Dr. von Ziegler (Switzerland), in his capacity as Secretary-General of the Comité, noted that he and Dr. Wiswall had attended the most recent session of the Commission on International Trade Law in New York, and explained the background of the mandate from UNCITRAL. It was important to remember that there are political as well as legal considerations involved.

Mr. Alcantara (Spain) observed that the Executive Council had assigned two tasks. One was that the present IS-C should complete its work and issue its Report; but he was of the opinion that the Report should then be transmitted to Governments, who might decide to accede to either Hague-Visby or Hamburg. The second task was for the new IS-C to co-operate with UNCITRAL on studying the broader issues of transport law; but the problem was the *immediate* need for, e.g., a new regime covering multimodal transport. The need for progress in the areas being considered by both IS-Cs was too urgent to have to await future action by UNCITRAL.

The Chairman observed that the problems perceived by Mr. Alcantara were not within the terms of reference of the present IS-C.

Mr. Harrington (Canada) saw problems arising from the present application of the domestic law of some States to both inbound and outbound shipments, which he considered unacceptable because, *inter alia*, this created conflicts of law. He cited the proposed U.S. legislation as an example.

Mr. Hooper (U.S.A.) explained that the U.S. legislation, to be introduced in the Senate in early 1999, was intended as a stopgap measure pending introduction of a new international regime produced by the CMI/UNCITRAL project.

Mr. Alcantara (Spain) was of the view that many of the liability issues being reviewed by the present IS-C have been rendered moot with the introduction by IMO of the ISM and STCW codes. It would be better to update the concepts of COGBS liability to take account of these new regulations concerning safety of navigation.

The Chairman stated that in his view ISM and STCW were simply

aspects of due diligence. The law of liability was not directly affected, but the way in which courts reached a determination of liability was changing in accordance with new safety requirements.

Mr. Alcantara (Spain) maintained that the CMI should not attempt to frame provisions linked to manning and seaworthiness while the regulation of these matters was changing.

The Chairman observed that these concerns went to the nature of the regime, and not to whether the IS-C should proceed with its task.

Mr. Salter (Australia/New Zealand) agreed that the IS-C must proceed in accordance with the mandates of the CMI Executive Council and of UNCITRAL.

Prof. Fujita (Japan) felt that the IS-C should not push too hard at this stage toward reaching a final consensus.

The Chairman gave assurance that no final decisions would be taken at this stage, but that if the views expressed by delegates indicated consensus on certain issues, this would be recorded.

Mr. De Orchis (U.S.A.) asked whether the IS-C was going to look at specific shortcomings of the existing regimes – an approach he considered helpful – or whether it was going to engage in a theoretical debate – which he considered would be unhelpful.

Mr. Beare (U.K.) thought there could be limits on the degree of uniformity achievable, considering the tremendous diversity of the modern shipping industry.

The Chairman stated again the question whether any delegates now considered any of the present legal regimes governing COGBS to be wholly satisfactory. [Ultimately, no delegates expressed the view that any of the present systems were wholly satisfactory.]

Mr. Rasmussen (Denmark) believed that if the IS-C should endorse Hague-Visby its Report would be wholly disregarded; the world had moved well beyond Hague-Visby.

Mr. Alcantara (Spain) thought that the positions stated by delegates to earlier sessions of the IS-C were much closer to the provisions of Hamburg than of Hague-Visby.

Prof. Fujita (Japan) conceded that many provisions of Hague-Visby needed improvement, but opposed adoption of any provisions *incompatible* with Hague-Visby.

The Chairman noted that a consolidated summary of all of the previous debates within the IS-C and the Committee of the Centenary Conference appeared in the 1997 CMI *Yearbook* beginning at p. 288.

The Rapporteur noted that there would be circulated the usual Report of the debates of the present session of the IS-C – which he would prepare – and also a Final Report of the work of the IS-C over its five sessions, prepared by the Chairman.

The Chairman stated that the Final Report will summarise the views of the IS-C on each issue, without reference to the remarks of individual delegations.

Mr. Rasmussen (Denmark) suggested that the Final Report should

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indicate as to each issue whether a majority of the delegations favoured the conclusion stated.

The Rapporteur stated that it was hoped that in January 1999 both Reports could be circulated together in draft for comments.

The IS-C then moved to the consideration of the following specific issues.

1. Definitions

Mr. Alcantara (Spain) believed that there should be a definition of "writing" in accordance with Hamburg.

Mr. Salter (Australia/New Zealand) agreed; the definitions must embrace electronic documents, and specifically define the terms "signature" and "original".

Dr. von Ziegler (Switzerland) suggested that instead attempting to define terms that were already the subject of other specialised work on uniformity, the definitions of "writing" and "signature" should also make reference to the work of other international organizations. In this respect he cited the work of UNCITRAL in the area of Electronic Commerce, and CMI working groups such as that on EDI, proceeding under the supervision of the Steering Group.

The Chairman asked whether the definitions of contracts of carriage "by sea" and "of goods" should be merged. This was unanimously agreed.

The Chairman asked whether definitions of "deck cargo" or "live animals" should be included.

Mr. Hooper (U.S.A.) asked whether a definition of "quasi-charterparties" should be included. This was agreed to be added in square brackets for future consideration.

Mr. Alcantara (Spain) asked whether a definition of "ship" was needed. As to "writing", he felt that the Hamburg definition should be used.

The Chairman observed that the purpose of a definition of "ship" was to include or exclude, *e.g.*, platforms, hovercraft and other artifices operating in the marine environment.

The Rapporteur felt that the IS-C should reduce the number of definitions, if this were possible.

The Chairman believed that a definition of "electronic documents" was needed. This was agreed.

Mr. Rasmussen (Denmark) saw the need to include "deck cargo" in the definition of "goods". This was agreed.

Following a very brief discussion, it was agreed that a definition of "contract of affreightment" was *not* needed.

2. Scope of application

The Chairman asked whether the Rules should apply to both inbound and outbound shipments, and, if so, whether the Hamburg wording should be used, or a new text should be added.

Mr. Alcantara (Spain) believed a new text should be added, making it clear that the Rules applied without regard to the nationality of the ship. He found the Hamburg wording otherwise satisfactory.

Uniformity of the law of carriage of goods by sea

Following discussion it was agreed that the Rules should apply to both inbound and outbound shipments, and that the wording of Hamburg Article 3 (1) and (2) should be used.

Mrs. Howlett (ICS) Asked whether this result would not create conflict of laws problems.

The Chairman believed such problems would not arise if States adopting the new regime would, as customary, denounce the prior regime. This was a difficulty that would have to be addressed in the future, but could not be considered at this stage.

Dr. von Ziegler (Switzerland) observed that the attraction to forum-shopping increased in direct proportion to the increase in scope of application of the Rules.

Mr. Beare (U.K.) found it acceptable to include the Hamburg text, but with the qualification that it was 'broadly satisfactory'. He felt that the IS-C should not attempt any actual drafting of provisions at this stage.

This view was supported by **Mr. Salter** (Australia/New Zealand).

The Chairman asked whether charterparties should be excluded from application of the Rules. He pointed out that this was the case in both Hague-Visby and Hamburg. Following discussion it was agreed that the Rules should exclude application to charterparties *unless* a bill of lading issued under a charterparty comes into the hands of a holder in good faith.

3. Geographical scope

The Chairman observed that the scope of Hague-Visby is tackle-to-tackle onboard the carrying ship, whereas the scope of Hamburg is port of loading onboard to port of discharge from the carrying ship. He asked whether the scope of the new Rules should extend beyond the limits of the port.

Mr. Hooper (U.S.A.) wished to see the geographical scope of the regime extended.

Mr. Rasmussen (Denmark) felt that the scope should run to the limits of the port provided the goods remained in the custody of the carrier. He did not support extension, *e.g.*, as in the proposed U.S. legislation into inland waters.

Mr. Alcantara (Spain) believed this was not a matter of geographical boundaries. In his view the Rules should apply from the time the goods come into the custody of the carrier until they come into the custody of the consignee.

Mr. Hooper (U.S.A.) agreed with this view, noting that this was the rule of the proposed U.S. legislation. At the same time, he acknowledged the conflict this rule would create with the European road and rail conventions.

Mr. Harrington (Canada) supported the position of the Danish delegation, though he believed that the concept of the "port" should be a flexible one. To resolve difficulties between the jurisdiction of the courts and the applicable law, the Rules should broaden the jurisdiction of the courts applying the regime.

Mr. Koronka (U.K.) observed that in actual present practice the delivery of a container is made at a transfer station located outside the port; in such case

a restriction of application to the limits of the port makes no sense. For containers, the Rules should extend to delivery either to the consignee or "to another mode of transport."

Mr. Alcantara (Spain) agreed with this view in part, but felt that in any circumstance the responsibility of the carrier should only terminate with delivery of the goods to the consignee.

Mr. Rasmussen (Denmark) believed it impossible to extend coverage under the Rules to long-haul land transport. The determination of what constituted the 'limits' of the port in a particular case should be left to the court seized of the case.

Dr. von Ziegler (Switzerland) thought that if the primary purpose of a land transport mode was to send the goods onward [from the port] to the consignee, this leg could not be covered by the Rules. But the concept of "port" should be flexible enough to cover delivery to a container yard outside the port boundary.

The Chairman noted that if goods were moved on shore from a ship, Italian law assumes this movement into the carriage by sea; but if the goods are transferred to an inland transport mode, the period of COGBS terminates.

Mr. Alcantara (Spain) stated the responsibility of the carrier under Hague-Visby to be to load, carry and deliver. Therefore why should anything matter except the period of custody by the carrier?

Dr. von Ziegler (Switzerland) wondered whether the Rules could be stretched to cover a period which included air carriage, when application of the Warsaw Convention would be mandatory.

Mr. Alcantara (Spain) responded that Warsaw could only apply if an airbill were issued.

Mr. Cova (Venezuela) was primarily concerned about the position of States not parties to either present regime; for these States the port-to-port Rule must be a basic concept in the new regime, though perhaps with some flexibility as to the definition of "port".

The Chairman, in summary of the discussion thus far, stated that there was agreement to that the traditional notion of "port" was no longer satisfactory, and a new and more flexible alternative must be found that does not intrude upon land or air carriage.

Mr. Alcantara (Spain) would settle for nothing less than the whole period of the carrier's custody.

Mr. Hooper (U.S.A.) supported this view, noting that in the whole Western Hemisphere there exists no counterpart to the CMR or other European land carriage regimes.

Mr. Benell (Sweden) could envision a future regime enlarged in scope to become truly multimodal, but that was not the concern of this IS-C. The position of the freight forwarding agent was one example of the problems to be dealt with.

The Chairman felt it must be stated that the present regimes were obsolete and unsatisfactory.

Mr. Alcantara (Spain) thought that the present IS-C should discuss multimodal carriage.

Uniformity of the law of carriage of goods by sea

Dr. von Ziegler (Switzerland) explained that what is meant in today's terminology by "multimodal" is the change between legal systems applicable to the particular modes of transport encountered. In contrast, the future work of the CMI must supplant the "networking system" of the current multimodal schemes. Under today's regulations a single contractual carrier may be subject to several changes in the governing legal system according to the mode of transport at any given moment. It may prove possible to replace this confusion with one "generic" law of carriage of goods.

The Rapporteur believed that it must be made clear that an actual movement of cargo by land does not necessarily constitute a change of mode if connected with the maritime carriage, even if such movement extends beyond the legal boundaries of the port.

This view was supported by **Mr. Rasmussen** (Denmark).

The Chairman in summary stated that the "tackle-to-tackle" and "port-to-port" concepts had both become obsolete. A new measure of the period of responsibility had to be found.

Mr. Hooper (U.S.A.) believed that all delegates were in agreement that if it were not for the conflicts of conventional international law, the IS-C could agree on the "whole period of carriage" as the period of responsibility.

4. Identity of the carrier

The Chairman recalled that the IS-C had agreed at earlier sessions that where the carrier was not named in the bill of lading, the registered carrier would be liable.

Mr. De Orchis (U.S.A.) noted that there can be more than one carrier simultaneously, *e.g.*, in the case of a "slot charter".

Mr. Rasmussen (Denmark) observed that it was not a perfect world, and that it was always the duty of a shipper to ascertain the identity of the carrier – the person who has financial responsibility. He did not care for the suggestion of the U.K. delegation that the demise charterer be deemed to be the carrier.

Mr. De Orchis (U.S.A.) felt that the Rules should require the carrier to identify itself in the bill of lading.

The Chairman asked what consequences would follow if the carrier failed to identify itself in the bill of lading.

Mr. Salter (Australia/New Zealand) suggested that in such case the carrier should lose the defences of time bar and limitation of liability, and should perhaps be open to punitive damages.

Dr. von Ziegler (Switzerland) did not believe that punitive damages could be a viable deterrent where the carrier could not be identified.

Mr. Beare (U.K.) thought that the best sanction was arrest of the vessel if the carrier could not be identified.

The Chairman asked whether the Rules should provide that in case the carrier was not identified in the bill of lading, the registered shipowner should be assumed *prima facie* to be the carrier unless and until the shipowner could prove the identity of the actual or contracting carrier.

Mr. Hooper (U.S.A.) supported the view of Mr. Beare; in the U.S., which

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applies the doctrine of personification of the ship, the ship may be held to be the carrier and arrested *in rem*. This forced the shipowner and charterers to sort out the identity of the carrier between themselves.

The Chairman pointed out that this would not assist in civil law jurisdictions, which did not offer the possibility of an action *in rem*.

Mr. Cova (Venezuela) saw the real need for a Rule that the registered shipowner must be deemed the carrier until he proved otherwise.

Mr. Rasmussen (Denmark) felt that the registered shipowner should not be deemed the carrier in any case in which the ship was on demise charter at the time of issuance of the bill of lading; in such case, the demise charterer should be deemed the carrier.

Mr. Beare and **Mr. Koronka** (U.K.) did not care for the suggestion that a demise charter should relieve the registered shipowner of the burden of proof. They supported a Rule providing that the registered shipowner must prove (1) that there was a demise charter, and (2) that the demise charterer was the actual or contracting carrier.

Mr. Alcantara (Spain) shared the view that if no carrier was identified in the bill of lading, the Rule must deem the registered shipowner to be the carrier.

Mr. Rasmussen (Denmark) strongly objected to the Rule suggested by the U.K. delegation. It would, *inter alia*, run counter to principles of Scandinavian law.

The Chairman stresses that a fair solution to the issue must be found. The IS-C as a whole could not be swayed by problems arising under a particular national law; the essence of the CMI tradition was that some points of national law occasionally had to be overridden in order to achieve the fundamental goal of uniformity.

The Rapporteur proposed that under any Rule finally agreed upon, the injured party must remain free to proceed directly against any person he believed to be the carrier, and should not be compelled by the Rule to proceed first against the registered shipowner where the bill of lading does not identify the carrier. It was unanimously agreed that the injured party should remain free to proceed, at his own risk, directly against any person involved.

The Chairman in summary stated the consensus of the IS-C that the Rule hold: (1) the registered shipowner to be deemed *prima facie* the carrier where no carrier was identified in the bill of lading; (2) the registered shipowner to be able to rebut the presumption by proving that a demise charterer was the contracting carrier (whereupon the burden devolves upon the demise charterer); (3) the time bar to be tolled when suit is brought against the registered shipowner; and (4) the consignee to remain free to directly sue any person involved at any time.

Mr. Alcantara (Spain) believed that the registered shipowner in such a case should be conclusively liable to the consignee; thereafter the registered shipowner should have a right of recovery over against the actual carrier. The registered owner of the ship profited from chartering the vessel, and he should assume the entire risk (*i.e.*, liability should be channelled through the registered shipowner).

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Dr. von Ziegler (Switzerland) asked whether it was not preferable that the registered shipowner should be required to prove the identity of the demise charterer as an *actual* carrier as opposed to a *contracting* carrier.

Mr. Beare and **Mr. Koronka** (U.K.) answered this question in the negative. The registered owner should have only to prove the existence of a demise charter, which in law makes the demise charterer the contracting carrier.

The Chairman asked what the consequences should be in such a situation if the demise charterer then denied liability.

Mr. Koronka (U.K.) averred that the liability of the demise charterer in such a case is clearly presumed in law, any denials notwithstanding.

The Chairman stated that the Rule must deem the registered shipowner to be liable unless (1) he proves that the ship was under a demise charter *and* (2) the demise charterer accepts responsibility for carriage of the goods. This was agreed by consensus.

Prof. Fujita (Japan) and **Mr. Salter** (Australia/New Zealand) strongly urged that the Rule should also provide a sanction against any carrier failing to set forth its name and address in the bill of lading/transport document. An appropriate sanction would be loss of the right to limit liability and/or loss of the defence of time bar.

Mr. Hooper (U.S.A.) and **Mr. Koronka** (U.K.) were opposed to any such sanctions. They believed there were better ways to handle the problem of non-identification.

The Chairman, noting that the delegations favouring sanctions did not insist upon the point, stated a consensus that no specific sanctions should be provided in the Rule.

5. Duties of the carrier

The Chairman asked whether the substance of Hague-Visby Articles 2 and 3 (1) remained the basis of a suitable Rule, as agreed at previous sessions of the IS-C. Following a brief discussion, it was agreed to carry forward the substance of Hague-Visby as to the duties of the carrier.

6. Due diligence

The Chairman noted that it had been settled that the shipowner's obligation to exercise due diligence was non-delegable. The issue for consideration was whether the obligation should be satisfied by the exercise of due diligence prior to the commencement of the voyage or whether the obligation should extend throughout the voyage.

Mr. Rasmussen (Denmark) and **Mr. Hooper** (U.S.A.) were not in favour of a continuous obligation; the obligation should apply only at the outset of the voyage.

Mr. Alcantara (Spain) felt strongly that the obligation should run throughout the voyage.

The Chairman observed that due diligence during the progress of a voyage may be something quite different from due diligence prior to its

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commencement; *e.g.*, one could not call a classification society surveyor to come onboard while the ship was underway at sea.

Mr. Beare (U.K.) entirely agreed with this observation. He wished to maintain the present Hague-Visby obligation.

Dr. von Ziegler (Switzerland) favoured extension of the obligation to cover the voyage. He believed that in actuality this was the legal result at present in light of the court decisions under Article 3 (2) of the Hague Rules.

Mr. Alcantara (Spain) and **Mr. Rasmussen** (Denmark) reminded the IS-C that we no longer lived in 1924, and that implementation of the ISM Code had wrought a complete change to the basis of due diligence. It should be recognized that the obligation was continuous.

Mr. Hooper (U.S.A.) felt that the compromise on this issue was deletion of the error in management defence, which was sufficient.

The Chairman sensed that there were now three different proposals: (1) to impose a continual obligation to exercise due diligence, (2) to abolish the error in management defence, and (3) to adhere to the Hague-Visby Rule.

Mr. Rasmussen (Denmark) reasserted his belief that an obligation of continuous exercise of due diligence is currently recognized, consequent upon the ISM Code.

Mr. Alcantara (Spain) agreed, and further believed there was no possibility of a 'compromise' because there was an absolute and continuous requirement of due diligence under the ISM Code.

Mr. Beare (U.K.) noted that the purpose of the ISM Code was to regulate the safety of life at sea, and that it did not enter fully into force until the year 2002. He believed that ISM was not strictly relevant to the issues of cargo liability.

Mr. Benell (Sweden) felt that the proposition that the Rule in the 21st Century should remain as formulated in 1924 was not a saleable proposition.

Mr. Harrington (Canada) could envision a situation in which a continuing obligation to exercise due diligence was too onerous.

The Chairman called for a straw vote, and thereafter stated that there was *no* consensus within the IS-C on this issue.

7. Fault in navigation defence

Mr. Alcantara (Spain) favoured abolition of this defence. The shipowner earned freight for safe delivery – no distinction was justified between fault in the care of cargo and fault in the navigation of the ship.

Mr. Hooper (U.S.A.) believed that technological change had outmoded the defence and that courts were no longer disposed to accept it. The political reality was that this defence could no longer be supported within the industry, and it would be impossible to persuade UNCITRAL to accept it in any event.

Mr. Harrington (Canada) supported this view.

Mr. Beare (U.K.) favoured retention of the defence. He viewed this issue as one of principle rather than politics.

The Chairman called for a straw vote on the issue, and thereafter stated that there was *no* consensus within the IS-C as to whether the defence should be retained.

Prof. Fujita (Japan) asked whether the view of the IS-C might change if the effect of the defence were not exoneration from liability but reversal of the burden of proof.

Mr. Hooper (U.S.A.) pointed out that the proposed U.S. legislation equalised the burden of proof in all cases of loss or damage of cargo; this was the *quid pro quo* for abolishing the fault in navigation defence.

Mr. Alcantara (Spain) felt that this would be an acceptable compromise.

8. Error in management defence

The Chairman asked whether the present defence under Hague-Visby was still acceptable. Following a straw vote, he announced that there was *no* consensus within the IS-C on this issue.

9. Fire defence

Mr. Alcantara (Spain) believed that the fire defence should be retained as under Hague-Visby at present – an exoneration of the carrier from liability.

Mr. Hooper (U.S.A.) supported retention of the exoneration from liability for loss or damage of cargo as a result of fire unless personal fault in the management of the carrier is proven by the claimant.

Dr. von Ziegler (Switzerland) felt that the historic justification for the fire defence lay in the real possibility that fire might be caused by the inherent nature of the cargo itself. In his view the fire defence should be deleted and cases of fire related to cargo should be dealt with in the context of the exception/defence of inherent vice of cargo.

The Chairman, following a straw vote, announced that there was a strong consensus within the IS-C favouring retention of the fire defence.

10. Catalogue of (remaining) exceptions

The Chairman reminded the IS-C that the majority view at previous sessions had been in favour of retaining the list of exceptions. He further noted that cargo may in each case offer proof of the fault of the carrier, so the listed exceptions were not absolute.

Mr. Hooper (U.S.A.) observed that the present list under Hague-Visby was widely understood and that the interpretations made by the courts were relied upon in the daily practice of the industry. He strongly favoured retention of the list, but would incorporate the wording contained in the 1924 Protocol of Signature concerning the ability of the cargo interests to offer proof of the carrier's fault.

Mr. Beare (U.K.) and **Mr. Salter** (Australia/New Zealand) likewise favoured retention of the list, but did not favour calling attention to cargo's ability to offer proof of the carrier's fault – by incorporating the words of the Protocol of Signature – as the ability to prove the carrier's fault was well understood in the shipping industry.

Mr. Cova (Venezuela) favoured retention of the list, but *with* a statement concerning the burden of proof.

Mr. Rasmussen (Denmark) agreed. He felt it was impossible to properly

interpret the Hague-Visby catalogue without taking notice of the wording in the Protocol of Signature.

The Chairman called for a straw vote and thereafter stated that there was *no* consensus within the IS-C, because the proposed additional wording calling attention to the ability of the cargo interests to offer proof of the carrier's fault would be construed as a change of substance. However it had been agreed that reference could be made to Hague-Visby Article 4 (2) (q).

11. Liability of the performing carrier

The Chairman noted that it had been previously agreed that the liability of the performing carrier would be the same as that of the contracting carrier, but limited to the period of the carriage performed by him. Following an indication of views, he stated that this was the consensus of the IS-C.

Dr. von Ziegler (Switzerland) observed that in air transport the 'actual' carrier is easily identified, but in the maritime industry it can be very difficult because of such interposed persons as, *e.g.*, the non-vessel-owning common carrier (NVOCC). He agreed that liability of the performing carrier must be restricted to the period of the carriage actually performed by him.

Mr. Rasmussen (Denmark) supported this position.

Mr. Harrington (Canada) pointed out that in practice the Himalaya Clause rendered servants of the carrier virtually exempt from liability.

The Chairman stated the present question as whether intermediate cargo handlers should be considered to be performing carriers, or whether the status of performing carrier should be limited to those actually carrying cargo by sea.

Mr. De Orchis (U.S.A.) favoured extension of the definition of performing carrier to cover intermediate cargo handlers, who were clearly performing a part of the carriage of the goods.

Mr. Harrington (Canada) and **Mr. Salter** (Australia/New Zealand) agreed with this view.

The Chairman asked whether both views should be set forth with the statement that no consensus could be reached. He further asked about the significance of the position of "independent contractors" under Hague-Visby Article 4 (*bis*) (2).

Following a straw vote, **the Chairman** stated that the position of the IS-C was a suggestion that the concept of the performing carrier be restricted to those who furnish actual transport of the goods, while at the same time noting that a problem existed with regard to the status of stevedores and other intermediate cargo handlers.

12. Through carriage/transhipment

The Chairman observed that under Hamburg the carrier is obliged to set out in the initial transport document the name of any second carrier of the goods, but in practice this is frequently impossible to do. Should the provision of the Hamburg Rules be adopted?

Mr. Rasmussen (Denmark) felt that Hamburg Article 11 was too restrictive; the carrier should not be required to name any second carrier, but any transhipment must be disclosed and the Port of Transhipment named.

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Mr. Salter (Australia/New Zealand) supported this view.

Following a brief ensuing discussion of this issue, it was agreed that the Port of Transhipment should be required to be named in the transport document.

Mr. De Orchis (U.S.A.) asked whether the problem did not disappear if the second carrier were a performing carrier.

The Chairman noted that, in such case, the contracting carrier remained liable.

Mr. Hooper (U.S.A.) thought that inclusion in the Rule of the provision of Hamburg Article 11 (1) would be satisfactory.

This was supported by **Mr. Salter** (Australia/New Zealand), **Mr. Rasmussen** (Denmark) and **Dr. von Ziegler** (Switzerland).

The Chairman stated that it was clearly the consensus that the issue of transhipment should be dealt with, but should the entire text of Hamburg Article 11 (1) be adopted? Following a brief discussion it was agreed to note the text of Hamburg Article 11 (1) as an alternative to naming the second carrier in a subsequent document.

Mr. Alcantara (Spain) would prefer the full text of Hamburg Article 11 (1).

Mr. Rasmussen (Denmark) believed that a range of options was needed.

The Chairman noted that at least there was a consensus that the Port of Transhipment must be stated in the initial transport document. As to the other issue, the carrier for the first leg of the voyage entered into a contract of carriage for the second leg in his capacity as agent of the shipper; so the shipper could sue the second leg carrier in contract under Hamburg. But the question remained whether it should be required that the second carrier be named in the initial transport document, as required by Hamburg Article 11 (1).

Mr. Rasmussen (Denmark) felt that the question was really whether there was a liable party. The answer to this was clearly 'yes' – even if the second carrier is *not* named in the initial transport document.

The Chairman asked whether the IS-C agreed that it would be sufficient to name the second carrier in a subsequent document. After a brief discussion, he stated that the consensus of the IS-C was that this was not a vital issue, but that it would be satisfactory if the second carrier were named in writing prior to delivery of the goods.

[At this point **the Chairman** adjourned the IS-C until the morning of Tuesday 10th November, when it reconvened at 9:10 a.m.]

13. Deviation

The Chairman stated that it had previously been agreed that the Rules should apply in cases of unreasonable deviation. An indication of views confirmed that there was consensus on this issue.

Dr. von Ziegler (Switzerland) proposed that a new wording be adopted, as he felt the present wording to be unclear. He believed that the Rule should state what was in Hague Article 4 and then add wording to clarify what the consequences of unreasonable deviation were.

Mr. Harrington (Canada) insisted that it must be made clear that in order to be unreasonable a deviation must be causative.

The Chairman took this to mean that the deviation must be such as to cause a 'fundamental breach' of the contract of carriage. Following an indication of views, he declared this to be the consensus of the IS-C, and stated that he and Dr. Wiswall would undertake to draft a provision. [See the Draft Report.]

14. Cargo on deck

Mr. De Orchis (U.S.A.) pointed out that cargo carried on deck had not been dealt with.

Mr. Rasmussen (Denmark) agreed, but urged that the issue not be dealt with by having a separate definition; rather, he preferred expanding the definition of cargo to add "including cargo carried on deck."

The Chairman, following an indication of views, stated that this was the consensus of the IS-C.

Mr. Salter (Australia/New Zealand) asked how this would be applied.

The Chairman responded that it would apply if a carrier stowed cargo on deck contrary to instructions *and* that act constituted a fundamental breach of the contract.

Mr. Hooper (U.S.A.) felt that an exception from this sub-Rule was needed in the case of containerships, because the carrier could never give advance notice where a container would be stowed.

The Chairman stated that the problem regarding containerships would be noted for future resolution.

Mr. Alcantara (Spain) considered Hamburg Article 9 adequate to cover the matter.

Mr. Salter (Australia/New Zealand) thought it would be useful to have a specific provision on deck cargo rather than to include it with cargo in general.

The Chairman summarised the issues as being those of (1) agreement to carry cargo on deck, (2) agreement to carry cargo under deck, and (3) no agreement as to stowage.

15. Live animals

Mr. Alcantara (Spain) wished to have the position clarified regarding live animals, which he felt should be covered by a specific Rule.

Mr. Hooper (U.S.A.) opposed the inclusion of live animals, which were unusual cargo requiring special care and handling.

Dr. von Ziegler (Switzerland) supported exclusion of live animals, which he observed were the only cargo possessing volition in addition to their need for special care and handling, which was far removed from the normal duties of the carrier of goods by sea.

Mr. Alcantara (Spain) believed that if uniformity were to be achieved it was necessary to deal with the reality of the daily carriage of live animals, which were specifically included in Hamburg Article 1 (5).

The Chairman noted that it had previously been agreed to exclude live

animals. Following a straw vote, he stated this to be the consensus within the IS-C.

16. Delay

The Chairman stated that it had been previously agreed there should be a provision concerning delay, but that the provision had not yet been formulated. The analogous provisions of Hamburg were in Article 5, paragraphs (2) and (4) (a) (ii).

Prof. Fujita (Japan) felt that recovery for delay should only be available where it is stated in the contract of carriage that time of delivery is of the essence.

Mr. De Orchis (U.S.A.) observed that the foreseeability of damages was a real problem for the carrier. If delay were included in the Rules, damages for delay must necessarily be subject to limitation of liability. As an example, delay in delivery of a small parcel might in turn cause the delay of a large project, resulting in great but unforeseeable damage.

The Chairman thought that as it was worded, the delay provision in Hamburg is very difficult to apply.

Mr. Beare (U.K.) saw two aspects to the issue: (1) liability/recoverability, and (2) damages. Care must be taken not to mix the two. Damages are appropriate to some cases, but not to others.

The Chairman found that to be a different issue. The question now was whether it was advisable to restrict damages for delay to cases in which time has been declared to be of the essence.

Mr. Harrington (Canada) favoured the Hamburg provision. The Rules should not make recovery contingent upon the carrier's agreement to deliver by a certain date – because the carrier will never so agree.

This view was supported by **Mr. Alcantara** (Spain).

Mr. Hooper (U.S.A.) supported a Rule on delay in general, but did not wish to extend greater opportunities for misapplication of the Rules by the courts.

Dr. von Ziegler (Switzerland) believed there was need for a clause on delay, but that Hamburg Article 5 (2) had given rise to such problems that a new and more specific provision is needed. He pointed out that the shipper by sea also took a risk with regard to time, as it was open to him either to ship by air or to insure against the consequences of delay.

Mr. Rasmussen (Denmark) and **Mr. Benell** (Sweden) noted that Scandinavia has for 30 years applied a delay provision similar to that of Hamburg without encountering difficulty.

The Chairman stated that there was a strong consensus in favour of a Rule on delay similar to that of Hamburg, but reworded to make it more specific in application.

Dr. von Ziegler (Switzerland) proposed that the yardstick to be applied to claims for delay should be the average time for the voyage and delivery in accordance with the norms of the industry.

The Chairman asked whether the limit of liability for delay should be the same as the [package/kilo] for loss.

Mr. Salter (Australia/New Zealand) strongly opposed any limit where the date for delivery had been agreed. In such a case there should be no limitation of liability.

Mr. Hooper (U.S.A.) could not agree to a loss of limitation, because the quantum of damage was not foreseeable even where the date for delivery had been agreed. The Rule for delay should, in totality, be identical to the Rule for loss of the goods.

Mr. Rasmussen (Denmark) entirely supported this view.

Mr. Harrington (Canada) asked whether delay should give rise to damages even in cases of *force majeure*.

The Chairman responded that the carrier would not be liable in such a case because he had given only an undertaking and not made a warranty. Following an indication of views, he stated that this was the consensus of the IS-C.

The Chairman asked whether limitation should apply in any case of delay as in any case of loss. Following an indication of views he declared the consensus of the IS-C to be that delay and loss should be treated equally.

Mr. De Orchis (U.S.A.) asked whether, in a case of delay giving rise to damage of the goods, the limits of liability would apply twice – *i.e.*, first to a claim for delay and second to a claim for damages.

Following an indication of views, **the Chairman** declared that there was no consensus with respect to the question posed by Mr. De Orchis.

The Chairman asked whether the Rules should provide one ‘global’ limit of liability in the event of multiple claims arising out of the same incident.

Mr. Alcantara (Spain) felt that the question should be whether the limit of liability for delay should be the same as for loss.

Mr. Rasmussen (Denmark) believed it would be too complicated to have two different scales of limitation; the limit for delay and loss should be the same.

Mr. Alcantara (Spain) and **Dr. von Ziegler** (Switzerland) disagreed. The circumstances and the degree of foreseeability differed for loss on the one hand and delay on the other, and the limits of liability should differ accordingly.

The Chairman, following a straw vote, announced that a sufficient number of delegations favoured the same limits for loss and delay to find that a consensus had been established.

17. Presumed loss

Mr. Alcantara (Spain) proposed that the period of 60 days in Hamburg Article 5 (3) for presumption of loss of the goods should be extended to 90 days.

Mr. Beare (U.K.) believed there should be no such provision in the new Rules.

Mr. Rasmussen (Denmark) stated that if the goods were in fact found, no claim for loss should be allowed.

The Rapporteur asked what the result would be under Hamburg if after expiration of the 60-day period and the filing of a claim for loss, the goods

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were discovered unharmed. Would the shipper still have a claim for loss or the consignee a claim for delay, or both. Hamburg did not appear to answer this question.

Dr. von Ziegler (Switzerland) thought that this problem would be solved by having the same limit of liability for loss and delay.

Mr. Harrington (Canada) believed that if at the expiration of the 60-day period the carrier knew the location of the goods, the goods were not lost.

Mr. De Orchis (U.S.A.) and **Mr. Salter** (Australia/New Zealand) proposed that a Rule such as that of Hamburg should apply only if the carrier could not account for the goods.

Mr. Benell (Sweden) observed that if, in the era of computer tracking of goods, the carrier could not account for the goods at the expiration of 60 days from the normal delivery date, that would be enough to establish a loss of the goods.

The Chairman, after a straw vote was taken, announced that there was *no* consensus within the IS-C whether there should be a rule on presumption of loss.

The Rapporteur asked who owned the goods at the expiration of the period for presumption of loss.

Mr. Rasmussen (Denmark) pointed out that the ICC/UNCITRAL Rules provided that if at any time after 60 days the goods are discovered intact, the case would be one of delay rather than loss.

Mr. Alcantara (Spain) believed that the consignee should be entitled to refuse delivery of the goods after the expiration of the period for presumption of loss.

Mr. Benell (Sweden) observed that in the computer age time had increasingly become of the essence. By the expiration of the period for presumption of loss, the consignee would very likely have already replaced the goods.

Mr. Harrington (Canada) noted that the carrier was a bailee and not the owner. He supported the view of **Mr. Benell** (Sweden) that the consignee would probably have replaced the goods, but delivery and salvage of the goods should nevertheless follow. He was opposed to any provision in the Rules regarding presumption of loss.

Mr. De Orchis (U.S.A.) pointed out that the consignee was always in a better position than the ocean carrier to salvage 'rediscovered' cargo.

Dr. von Ziegler (Switzerland) stressed that any provision dealing with the issue of presumptive loss must make clear how it would operate and what it would accomplish in cases such as those hypothesised.

The Rapporteur reiterated his belief that the problem could be resolved by a Rule on the determination of ownership of discovered goods following expiration of the period for presumptive loss.

The Chairman in summary stated that while several delegations wished to see a provision on constructive loss, some of these would impose damages for loss upon the carrier even when the lost goods were subsequently rediscovered. A majority of those in favour of a provision on constructive loss appeared to favour a Rule that no loss should be deemed to have occurred when

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the goods were discovered before the expiration of 60 days from the expected date of delivery. However, following a second straw vote on the question whether there should be any provision on constructive loss, it appeared that there was *no* consensus within the IS-C.

18. Limitation of liability

The Chairman, following an indication of views, stated that there was a clear consensus that the package/kilo limitation should continue to apply.

Mr. Harrington (Canada), on the question whether the better term in reference to unpackaged goods would be “shipping unit” or “freight unit”, declared his preference for the term “shipping unit”.

This was supported by **Mr. Salter** (Australia/New Zealand).

The Chairman asked for an indication of views and stated that there was a clear consensus in favour of use of the term “shipping unit”.

19. Loss of limitation

The Chairman noted that the IS-C had previously decided generally in favour of the Hamburg formulation of the Rule. The present question concerned reference to “the personal act of the carrier” as a criterion for loss of the right to limit.

Mr. Hooper (U.S.A.) pointed out that this was the criterion in the proposed U.S. legislation. He favoured use of the phrase in the new Rules.

Mr. Rasmussen (Denmark) did not favour use of the word “personal”.

The Chairman observed that the phrase was defined by case law; in this context “personal” meant at or above a certain level of management. Following a brief discussion he stated that there was a consensus that use of the word “personal” should be considered, in order to bring the Rule in line with the wording used in other international conventions.

20. Application to transport documents

The Chairman asked whether the uniform Rules should apply beyond the bill of lading, *e.g.*, to seawaybills and EDI.

Mr. Rasmussen (Denmark) believed that the Rules should apply to every form of transport document, excepting only charterparties. The Rules should particularly apply to EDI.

This view was supported by **Mr. Hooper** (U.S.A.) and by several other delegates, establishing a consensus on this issue.

Mr. Rasmussen (Denmark) noted that a related problem was that of *signature*; in his view signature should always be required, but digital signature should be accepted.

The Chairman referred to Hamburg Article 14 (3) and asked whether the Rules should contain a similar provision.

Dr. von Ziegler (Switzerland) thought that the present IS-C should not be concerned with the matter of ‘UPC 500’ compliance. At present UNCITRAL had a working group studying the issue of digital signature.

The Chairman, following an indication of views, stated that there should

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be no reference to the provision of Hamburg, but there was a clear consensus in favour of application of the uniform Rules to all contracts of carriage except charterparties, regardless of their format.

Mr. Larsen (BIMCO) asked whether the Rule should contain any reference to the doctrine of estoppel in connection with non-paper documents.

[**The Chairman** did not think that the present IS-C could consider this particular issue.]

Mr. Rasmussen (Denmark) asked whether the shipper should continue to be allowed to ask for a written bill of lading in every case.

The Chairman pointed out that consensus had previously been established within the IS-C that if the shipper and carrier agreed together to utilise another form of transport document, the shipper lost the right to demand a written bill of lading.

Mr. De Orchis (U.S.A.) wished to see the words “or similar document of title” deleted from any future Rule.

Following an indication of views, **The Chairman** stated a consensus that these words would not appear.

Mr. Koronka (U.K.) asked whether the Rule should contain a provision such as that in Hague-Visby Article 6 regarding exclusion of a bill of lading and substitution by a special receipt in cases of shipment of “particular goods”.

Following an indication of views, **The Chairman** stated a consensus that a provision along the lines of Hague-Visby Article 6 should be considered for inclusion in the new Rule. He also stated his own view that the concept of “particular goods” should be clarified in any future Rule.

21. Evidentiary value of transport documents

Following an indication of views, **The Chairman** stated a clear consensus in favour of application of the Rules to all types and formats of transport documents.

The Chairman then asked whether the provisions of Hamburg Article 16 should be carried forward into a new Rule.

Mr. Hooper (U.S.A.) observed that provision was made in the proposed U.S. legislation for an endorsement of “shipper’s load and count” when the carrier had no reasonable opportunity to inspect the goods.

Mr. Rasmussen (Denmark) felt that the carrier should be allowed to use a pre-printed form of endorsement or reservation in applicable circumstances. However, he did not think it proper that a pre-printed endorsement should be used indicating no opportunity to inspect the goods.

The Chairman called for an indication of views, and stated that there was consensus in the IS-C that reservations should be permitted, but that the burden lay upon the carrier to prove that he had no reasonable opportunity to inspect the goods.

Mr. Alcantara (Spain) wished it to be noted that he disagreed with permitting such a reservation by the carrier.

The Chairman called for a further indication of views, and stated a consensus within the IS-C that such reservations by the carrier should be

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subject to written declaration by the carrier of the weight of the goods or the number of packages.

Following a straw vote, **The Chairman** stated that a clear majority of the IS-C favoured the Hague-Visby approach to this issue; the carrier was not bound to set forth the reasons for making his reservation, but he had the burden of proof in case of loss or damage.

Mr. Hooper (U.S.A.) noted that the rule of U.S. law was that if the container and seal were intact at delivery, the carrier's reservation was *prima facie* valid; if the container or seal showed evidence of tampering during the carriage, the reservation was invalid.

The Chairman asked whether the carrier should escape the obligation to list the received goods in the bill of lading in the event he received a sealed container.

Dr. von Ziegler (Switzerland) thought that the carrier had to list the goods in any event, but in case of receipt of a sealed container the carrier should properly list "one container".

Following indications of views, **The Chairman** stated that there was consensus that: (1) the carrier is obliged in every case to enter some description of the received goods in the bill of lading; and (2) receipt by the carrier of a sealed container, followed by delivery of the unbreached container with the seal intact, reversed the burden of proof.

Mr. Alcantara (Spain) felt that the carrier should not be allowed to endorse the bill of lading with "said to contain" or words to the same effect, without also endorsing that there was no reasonable opportunity to inspect the goods on behalf of the carrier.

Mr. Rasmussen (Denmark) thought that the courts should be left free to make determinations based upon the circumstances of the case, regardless of the shipper's declaration or the carrier's endorsement.

Mr. Hooper (U.S.A.) was of the view that if the carrier weighed the container or package, he could not rely upon the shipper's declared weight.

22. Liability of the shipper

The Chairman pointed out the provisions of Hague-Visby Article 3 (5) and Hamburg Article 17 (1).

Mr. Alcantara (Spain) thought that the Rules should contain a general provision outlining the obligations of the shipper.

Dr. von Ziegler (Switzerland) supported this view. He stated that the Working Group on Issues of Transport Law had already identified this as a major lacuna in the present regimes.

Following an indication of views, **The Chairman** stated a consensus that the Rules should contain a provision on the obligations of the shipper, preceding a provision on the shipper's liability.

23. Dangerous cargo

Following a brief discussion **The Chairman** called for an indication of views, and thereafter stated that (1) there was a consensus that the Rules should

Uniformity of the law of carriage of goods by sea

contain a provision on dangerous goods, but (2) there was no present consensus whether the provision of Hague-Visby or that of Hamburg was preferable.

Mr. Beare (U.K.) wished to note the recent decision of the House of Lords in the *Giannis N.K.* case,¹ which finally gave clarification of and lent certainty to the wording of the Hague-Visby provision on dangerous goods.

Mr. De Orchis (U.S.A.) urged that the Rule on the shipper's obligation extend to specific details such as proper packaging.

24. Letters of guarantee

The Chairman called for a straw vote, and thereafter stated that a clear majority of the IS-C opposed including any provision in the Rules dealing with letters of guarantee.

25. Notice of loss

The Chairman recalled the previous agreement of the IS-C that there should be a provision on notice, and that a majority was in favour of the Hague-Visby limit of "3 days" for such notice.

Mr. Alcantara (Spain) believed that 3 days was far too short a period; "3 working days" would be acceptable, as would 5 (calendar) days.

The Rapporteur pointed out that in 1924 it was customary for businesses to remain open on Saturdays, and for many in the maritime industry – including maritime law firms – to be working on Sunday afternoons. Nor were there several "holiday weekends" in 1924 as there were today, when a number of holidays had been released from their fixed dates and redesignated for the nearest Monday. The result was that 3 calendar days might have been a sufficient period in 1924, but this period could be entirely taken up by any one of several holiday weekends in 1998.

Following a brief discussion **The Chairman** called for an indication of views, and thereafter stated that there was a consensus in favour of "3 working days at the point of delivery."

26. Time bar

The Chairman called for straw votes on whether the period for time bar should be one or two years. Thereafter he stated that there was *no* consensus on what the period for time bar should be under new Rules.

27. Choice of law

Following a brief discussion and an indication of views, **The Chairman** stated that there was a clear consensus that the Rules should not contain a provision on choice of law.

⁽¹⁾ *Effort Shipping Co. Ltd. v. Linden Management S.A. (The Giannis N.K.)*, [1998] 2 W.L.R. 206; see note: [1998] LMCLQ 4, pp. 480 – 485.

28. Jurisdiction

Mr. Rasmussen (Denmark) supported in general the text on jurisdiction offered by the Chairman, but felt that a final text could not be drafted at present.

Following a brief discussion and an indication of views, **The Chairman** stated that there was consensus that the Rules should contain a provision on jurisdiction, taking into account the comments at p. 41 of the Chairman's paper dated 28th September 1998.

Dr. von Ziegler (Switzerland) noted that the issue of the 'place of making' the contract of carriage remained to be resolved.

29. Arbitration

Following a brief discussion and a straw vote, **The Chairman** stated that a clear majority of the delegations favoured having a provision on arbitration in the Rules.

Mr. Rasmussen (Denmark) thought that no written arbitration agreement between the parties should be required.

Mr. Alcantara (Spain) believed that the Rules themselves should have mandatory application in any arbitration. In his view Hamburg Article 22 was unsatisfactory as a whole, and paragraphs (3) and (5) were especially unacceptable.

Mr. Harrington (Canada) took the view that the Rules should not allow arbitration to be forced in a jurisdiction that was not agreed upon by the parties.

The Chairman suggested that Hamburg Article 22 paragraphs (1), (2) and (4) might constitute the basis for future work.

Mr. Hooper (U.S.A.) favoured the approach to arbitration taken by Hamburg Article 21 on litigation.

Mr. Alcantara (Spain) agreed that there was a link between litigation and arbitration, but felt strongly that a written arbitration clause should in any case be deemed valid and given full effect.

Mr. Hooper (U.S.A.) pointed out that the expression "written" implies in law that the agreement has been "executed" – there was, however, only one signature on a bill of lading.

Mr. Harrington (Canada) did not wish to see the jurisdiction of a court ousted, but at the same time he felt that the wishes of the parties to an arbitration should be respected.

Mr. Alcantara (Spain) thought that the place of arrest of a ship could be made the place of arbitration, following the theory of the draft arrest convention.

The Chairman called for a straw vote on the question whether there should be an arbitration provision in the Rules based upon Hamburg Article 21, paragraphs (1), (2) and (4). Thereafter he stated that a clear majority of the IS-C was in favour of such a provision.

The Chairman announced that all of the issues in the discussion paper had now been addressed.

Dr. Wiswall would proceed to draft the minutes of the Fifth Session as

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had previously been done, and the Chairman would prepare a new consolidated summary of the views of the IS-C on the issues it had addressed over all five sessions. Both documents would be distributed together, in draft, by E-Mail. Responsive comments should be E-Mailed as quickly as possible to the Rapporteur or to the Chairman, respectively.

With this, the meeting was adjourned at 1:40 p.m. on Tuesday, 10 November 1998.

ISSUES OF MARINE INSURANCE

by Patrick J. S. Griggs

This symposium was held in Oslo between 4th and 6th June and was attended by approximately 50 speakers and delegates. The object of the exercise was to identify on an international basis the issues of marine insurance which most commonly give rise to problems. Delegates attended from nine countries and the symposium consisted of 9 presentations with substantial audience participation. The speakers and their subjects are listed below:

HANS JACOB BULL, Scandinavian Institute of Maritime Law: Aim of the Symposium. Experiences from UNCTAD concerning Harmonisation of Marine Insurance.

TRINSE-LISE WILHELMSSEN, Scandinavian Institute of Maritime Law: The Marine Insurance System in Civil Law Countries – Status and Problems.

MALCOLM CLARK, University of Cambridge: The Marine Insurance System in Common Law Countries – Status and Problems.

YVONNE BATZ, University of Southampton: Duty of Disclosure: Scope of the Duty and Sanctions for breach.

THOMAS M. REMÉ, Röhreke, Boye, Remé, von Werder, Hamburg: Duty of Disclosure: Scope of duty and sanctions for breach.

MICHAEL F. STURLEY, University of Texas at Austin: Inadequate Maintenance, Wear and Tear, Error in Construction. Inadequate Management (ISM).

LASSE BRAUTASET: Inadequate Management; ISM.

HANNU HONKA, University of Åbo: Unseaworthiness. Safety Regulations.

NICOLAS WILMOT, Vesta Forsikring AS, Bergen: Warranties: Change of Risk, Classification Society or Management.

On the final morning of the symposium the President of the CMI delivered the following summary of the presentations and the discussions. At the end of his Summing-up the President presented a List of Issues and suggested a future joint work programme on these issues involving the Scandinavian Law Institute, other academic institutions and National Maritime Law Associations.

“Let me draw our discussions to a conclusion by putting the case for and against harmonisation. Perhaps a useful starting point is to remind ourselves of the UN Resolution, which lays down the ground rules for seeking to achieve international uniformity in any particular area of the law. The Resolution directs that a “compelling need” should be demonstrated. We don’t have to follow the UN Resolution but it strikes me as a sensible test. Is there a need – compelling or otherwise – for achieving harmonisation?

“The one thing that has struck me in all our discussions has been the limited number of speakers who have strongly advocated uniformity.

“Dr. Clarke quoted Lord Goff and the previous Chairman of the English Law Commission in support of the proposition that codification was no longer fashionable. Lord Goff went so far as to say that codification should only be undertaken “when the good it may do is perceived to outweigh the harm it must do”. The law should “reflect life in all its complexity, and we have to be constantly on our guard against stating principles in terms which do not allow the possibility of qualifications or exceptions as yet unperceived”.

“Trine-Lise Wilhelmsen, in her conclusions, suggested that there were some “common principles” underlying the marine insurance system. In different countries the approach to solving problems and the structure of local insurance conditions were very different and made the need for harmonisation obvious.

“This meeting was not designed as a contest between the comparative merits of the Norwegian Plan and other competing sets of insurance conditions, codes of statutes. From time to time it did get a bit competitive in that sense. However, it struck me that the various protagonists rather relished the differences and felt that they had a good chance of “selling” their particular cover to customers at the expense of other operators in the market.

“Marine insurance is, and always has been, a competitive business. At various times different markets have captured a particular piece of business because they have had a competitive advantage. This advantage could be in terms of capacity, cost, soundness of security or breadth and clarity of conditions. The conditions of the cover are one of the insurers marketing tools.

“Would any of these competing markets be happy to have one of its marketing tools removed by international regulation or agreement? Do they really want a “level playing field”?

“I move now to consider the possible instruments of harmonisation. Traditionally harmonisation or unification of law on an international basis has been achieved by:

- a. Convention (Mandatory)
- b. Code (Voluntary)
- c. Model Law (Voluntary)
- d. International Rules (Usually Voluntary)

“Additionally the US has adopted a process of Restatement as a matter of

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creating order out of chaos in a particular area of the law.

"In my view, and I need to hear yours, a convention would be inappropriate and would receive minimal support.

"A Model Law might share the fate of the UNCTAD Model Clauses – do you agree with me on this?

"You may feel that voluntary codes and rules might fail for the same reason.

"On the face of it we have now run out of options if we assume that the US Restatement is also inappropriate.

"I am left with one thought which I would like to share with you. During these few days together we have identified aspects of marine insurance which are important in most jurisdictions. My list would read like this:

1. Insurable interest – need for.
2. Insured value – time at which subject of insurance is to be valued.
3. Ordinary wear and tear (inherent vice).
4. Inadequate maintenance, fault in design, construction or material.
5. Duty of disclosure before and during currency of cover – nature and extent of duty.
6. Consequences of loss of class, unseaworthiness and breach of safety regulations.
7. Warranties; express and implied, consequences of breach – alteration of risk.
8. Change of flag, ownership/management.
9. Misconduct of assured during period of cover.
10. Responsibility for conduct of others/"identification".
11. The duty of good faith – scope.
12. Management issues (ISM).

"My tentative thought is that the Scandinavian Law Institute, assisted with data input from member maritime law associations of the CMI and a number of other academic institutions, might prepare a comparative law study on these twelve issues (we may wish to shorten or lengthen the list). Each section could end with a summary and an indication of the majority solution to the particular problem. Do you think that this would be a useful document? Would it just be of interest to academics or might it contribute towards harmonisation particularly amongst those nations which are currently reviewing their marine insurance law?

"It seems to me that out of this exercise we might produce a number of solutions which are not controversial and which might form the basis of wider acceptance. I have in mind in particular Hannu Honka's suggestion that in matters of safety there should be no scope for competition. It may be that this would be a small contribution to maritime safety for which hull underwriters could actually claim some credit. "

Following the summing up a number of suggestions were made regarding the project. These are summarised hereunder.

The proposal was generally welcomed and a number of further suggestions were made.

John Hare (South Africa) suggested that the proposed document would certainly help his country and others undertaking a review of their marine insurance law.

Michael Sturley (USA) also welcomed the idea and suggested that if it resulted in a degree of international predictability in certain areas this would be an achievement.

Nicolas Wilmot (Norway) also welcomed the suggestion but questioned whether insurance terms were necessarily a big marketing tool – scope of the cover was. He emphasised that many of the issues listed should not be in a competitive area between sets of underwriters.

Hannu Honka (Finland) asked for more information about the system of Restatement in the hope that we could learn something from the Americans.

Haakon Stang Lund (Norway) also supported the proposed work but in the field of maritime safety it would be very unfortunate if higher standards were enforced by the insertion of warranties in policies bearing in mind the likely dire consequences of breach.

Hans Jacob Bull (Norway) confirmed the Scandinavian Maritime Law Institute would be interested in helping and suggested that the summary section should aim, in relation to each issue, to set parameters within which individual national solutions should be found. He suggested that this was perhaps the thinking behind EU directives.

Thomas Remé (Germany) also welcomed the proposal but inquired whether the study should be widened to embrace cargo insurance.

At the November Executive Council meeting of the CMI it was resolved to set up an International Working Group under the chairmanship of Dr. Thomas Remé to move this project forward. The members of the International Working Group are: Dr. Thomas Remé (Chairman), Mr. Jan Rafen (Norway), Dr. Malcolm Clarke (UK), and Graydon Staring (USA), Trine Lise Wilhelmsen of the Scandinavian Institute will act as Rapporteur.

UNIFORMITY OF THE LAW OF PIRACY

by Frank L. Wiswall, Jr.

In the autumn of 1997 and spring of 1998, the Executive Council discussed the problem of piracy, with particular attention to the fact that the great majority of incidents of violent attack take place not on the high seas, but in waters under national jurisdiction. The Executive Council agreed to the establishment of a Joint International Working Group, with the initial objective of determining whether the drafting and promulgation of a Model National Law on Piracy by the concerned international organizations under CMI leadership would be a useful tool in combating modern piracy. The approval of the Assembly was given on 15th May 1998.

The Piracy Group met for its First Session on 8th July 1998 at the London Underwriting Centre. The Comité was represented by Dr. Frank Wiswall (who served as Chairman), by Richard Shaw, Esq. (Chairman of the CMI International Sub-Committee on Mobile Offshore Units and Fixed Structures, and by Prof. Samuel Menefee of the MLAUS (the Rapporteur), who was present by conference telephone from the Center for Oceans Law and Policy at the University of Virginia. Representatives were also present from the Baltic and International Maritime Conference (BIMCO), the International Chamber of Shipping (ICS), the International Criminal Police Organization (INTERPOL), the International Maritime Bureau (IMB) and the International Maritime Organization (IMO).

Following an in-depth discussion, all participants agreed that the undertaking would indeed provide a new means of fighting the scourge of piracy. In particular, IMO stated that the CMI project to produce a Model National Law, together with guidelines for its application, would complement and support the efforts now being made by IMO; a similar statement was made on behalf of IMB with regard to support of its own efforts.

In the course of the meeting, certain principles for the Model Law were agreed. One of the most important is agreement that the definition of the crime should be expanded along the lines of Article 3 of the Rome Convention of 1988, to cover "maritime violence" as well as classical piracy. Other agreed points were that all waters under national jurisdiction should be covered, that the Model Law should apply to piracy in respect of fixed and non-fixed (MODU) units operating on the continental shelf, in addition to vessels; that

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the Model Law should establish an internal reporting scheme to ensure that incidents are reported to a central national authority, and further require all incidents within the scope of the law, coming by whatever means to the attention of the national authority, to be reported by that authority to an international organization such as INTERPOL, IMB or IMO; that whenever jurisdiction is established the Model Law must require that the accused offenders be either prosecuted by the State having custody or extradited to another State having jurisdiction and undertaking to prosecute them; and that attempted piracy must also be a punishable criminal offence.

A wide range of jurisdictional issues were discussed; some were agreed and some were reserved for future consideration. Among other subjects discussed were forfeiture of goods and equipment employed in piracy; claims by owners of stolen property so employed; restitution and restoration of pirate spoils, self-help in combating pirates and in recovering stolen property, punishment of the crime; and application of proceeds from the sale of unclaimed pirate spoils to regional funds for the suppression of piracy.

As to the actions of individual governments, it was generally agreed that the Model Law should make mandatory the fulfilment of governmental responsibility to intervene, investigate and prosecute; should address means of defraying the respective costs of intervention, investigation and prosecution; and should extend jurisdiction to cover vessels at anchor or moored as well as those underway. It was also generally agreed that the Model Law should *not* deal with land-based container pilferage and minor non-violent crimes such as burglary and theft on board ship.

The Group agreed to give future consideration to whether such matters as mutiny and/or barratry, theft of vessels from foreign jurisdictions, and violent maritime crime other than piracy (*e.g.*, terrorism, kidnapping, extortion by threat of violence) should be dealt with by the Model Law. It was also considered that governmental indifference to or complicity in piracy was a major problem that must be addressed in some way in the Model Law.

As to the substance of the project, the Group lastly agreed to consider at a later stage what recommendations it might make for the improvement of conventional international law regarding piracy.

The Group's proposed plan of future work is as follows:

- a) Request to the CMI National Member Associations (NMAs) and others for copies of present national laws;
- b) Circulation within the Group of a draft Report of the First Session and a first draft Annex of text of and commentary on the Model Law;
- c) Reception and circulation within the Group of comments on (b);
- d) Further comments from the Group;
- e) Circulation within the Group of the Report of the First Session and revised draft text, commentary, and first draft of questionnaire for CMI NMAs and others;
- f) Meeting of the Group (mid-1999) to discuss drafts of text, commentary and questionnaire;

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- g) Submission of Questionnaire to CMI NMAs and to others;
- h) Preparation and circulation within the Group of a synopsis of replies to Questionnaire, with suggested possible amendments of draft text and commentary;
- i) Meeting of the Group (early 2000) to evaluate and redraft text and commentary;
- j) 'Testing' of draft with selected State authorities;
- k) Circulation within the Group of responses to selective testing, with suggested possible amendments of draft text and commentary;
- l) Final meeting of the Group (autumn 2000) to evaluate and redraft text, commentary, and recommendations, and to draft its Report to the International Conference of the CMI, Singapore, 2001;
- m) Presentation and debate at the Singapore Conference, February, 2001.

Finally, the Group agreed that the following international organizations should be invited to join in its future work:

- The International Law Association (**ILA**);
- The United Nations Office of Legal Affairs, Division of Ocean Affairs and Law of the Sea (**UNOLA / DOALOS**);
- The United Nations High Commission for Refugees (**UNHCR**);
- The International Transport Workers' Federation (**ITF**);
- The International Union of Marine Insurance (**IUMI**);
- The International Group of P and I Clubs (**IGP&I**);
- The International Civil Aviation Organization (**ICAO**); and
- The International Air Transport Association (**IATA**).

The Executive Council has agreed with the Group's recommendation that Dr. Wiswall send an invitation to these organizations when the Final Report of the First Session has been approved by the participants. The Group also agreed that in light of the great number of offences of piracy concerning private pleasure boats, an international organization of pleasure boat owners could be invited to participate if such can be identified and it appears able to make a meaningful contribution to the Group's work.

The Joint International Working Group will meet for its Second Session in London on Wednesday, 7th July 1999.

Respectfully submitted.

PART III

**Status of ratifications to
Maritime Conventions**

**Etat des ratifications
aux conventions de Droit Maritime**

**ETAT DES
RATIFICATIONS ET ADHESIONS
AUX CONVENTIONS INTERNATIONALES
DE DROIT MARITIME DE BRUXELLES**

(Information communiquée par le Ministère des Affaires Etrangères,
du Commerce Extérieur et de la Coopération au Développement
de Belgique, dépositaire des Conventions).

Notes de l'éditeur

(1) - Les dates mentionnées sont les dates du dépôt des instruments. L'indication (r) signifie ratification, (a) adhésion.

(2) - Les Etats dont le nom est suivi par un astérisque ont fait des réserves. Un résumé du texte de ces réserves est publié après la liste des ratifications de chaque Convention.

**STATUS OF THE
RATIFICATIONS OF AND ACCESSIONS
TO THE BRUSSELS INTERNATIONAL MARITIME
LAW CONVENTIONS**

(Information provided by the Ministère des Affaires Etrangères,
du Commerce Extérieur et de la Coopération au Développement de Belgique,
depository of the Conventions).

Editor's notes:

(1) - The dates mentioned are the dates of the deposit of instruments. The indication (r) stands for ratification, (a) for accession.

(2) - The States whose names are followed by an asterisk have made reservations. The text of such reservations is published, in a summary form, at the end of the list of ratifications of each convention.

*Abordage 1910**Collision 1910*

**Convention internationale pour
l'unification de certaines
règles en matière
d'Abordage
et protocole de signature**

Bruxelles, le 23 septembre 1910
Entrée en vigueur: 1er mars 1913

**International convention
for the unification of certain
rules of law relating to
Collision between vessels
and protocol of signature**

Brussels, 23rd September, 1910
Entered into force: 1 March 1913

(Translation)

Angola	(a)	20.VII.1914
Antigua and Barbuda	(a)	1.II.1913
Argentina	(a)	28.II.1922
Australia	(a)	9.IX.1930
Norfolk Island	(a)	1.II.1913
Austria	(r)	1.II.1913
Barbados	(a)	1.II.1913
Belgium	(r)	1.II.1913
Brazil	(r)	31.XII.1913
Canada	(a)	25.IX.1914
Cape Verde	(a)	20.VII.1914
China⁽¹⁾	(a)	28.VIII.1994
Cyprus	(a)	1.II.1913
Croatia	(a)	8.X.1991
Denmark	(r)	18.VI.1913
<i>(denunciation 1 September 1995)</i>		
Dominican Republic	(a)	1.II.1913
Egypt	(a)	29.XI.1943
Estonia	(a)	15.V.1929
Fiji	(a)	1.II.1913
Finland	(a)	17.VII.1923
France	(r)	1.II.1913
Gambia	(a)	1.II.1913
Germany	(r)	1.II.1913
Ghana	(a)	1.II.1913
Goa	(a)	20.VII.1914
Greece	(r)	29.IX.1913
Grenada	(a)	1.II.1913
Guinea-Bissau	(a)	20.VII.1914
Guyana	(a)	1.II.1913
	(a)	18.VIII.1951

⁽¹⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Collision Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997.

In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

*Abordage 1910**Collision 1910*

Haiti	(r)	1.II.1913
Hungary	(a)	1.II.1913
India	(a)	26.IV.1966
Iran	(r)	1.II.1913
Ireland	(r)	2.VI.1913
Italy	(a)	1.II.1913
Jamaica	(r)	12.I.1914
Japan	(a)	1.II.1913
Kenya	(a)	1.II.1913
Kiribati	(a)	2.VIII.1932
Latvia	(a)	22.IV.1991
Luxembourg	(a)	9.XI.1934
Libyan Arab Jamahiriya	(a)	20.VII.1914
Macao	(r)	1.II.1913
Madagascar	(a)	1.II.1913
Malaysia	(a)	1.II.1913
Malta	(a)	1.II.1913
Mauritius	(r)	1.II.1913
Mexico	(a)	20.VII.1914
Mozambique	(r)	1.II.1913
Netherlands	(a)	11.III.1914
Newfoundland	(a)	19.V.1913
New Zealand	(r)	18.VII.1913
Nicaragua	(a)	1.II.1913
Nigeria	(r)	12.XI.1913
Norway	(a)	1.II.1913
Papua New Guinea	(a)	22.XI.1967
Paraguay	(a)	2.VI.1922
Poland	(r)	25.XII.1913
Portugal	(r)	1.II.1913
Romania	(r)	10.VII.1936
Russian Federation⁽¹⁾	(a)	1.II.1913
Saint Kitts and Nevis	(a)	3.III.1913
Saint Lucia	(a)	1.II.1913
Saint Vincent and the Grenadines	(a)	1.II.1913
Solomon Islands	(a)	20.VII.1914
Sao Tome and Principe	(a)	1.II.1913
Seychelles	(a)	1.II.1913
Sierra Leone	(a)	1.II.1913
Singapore	(a)	16.XI.1993
Slovenia	(a)	1.II.1913

⁽¹⁾ Pursuant to a notification of the Ministry of foreign affairs of the Russian Federation dated 13th January 1992, the Russian Federation is now a party to all treaties to which the U.S.S.R. was a party. Russia had ratified the convention on the 1st February 1913.

*Abordage 1910**Assistance et sauvetage 1910*

Somalia	(a)	17.XI.1923
Spain	(a)	1.II.1913
Sri-Lanka	(r)	12.XI.1913
Sweden		
<i>(denunciation 19 December 1995)</i>	(a)	28.V.1954
Switzerland	(a)	20.VII.1914
Timor	(r)	13.VI.1978
Tonga		1.II.1913
Trinidad and Tobago		4.VII.1913
Turkey		1.II.1913
Tuvalu		1.II.1913
United Kingdom	(a)	
Jersey, Guernsey, Isle of Man, Anguilla,	(a)	
Bermuda, Gibraltar, Hong Kong ⁽¹⁾ , Falk-	(a)	
land Islands and Dependencies, Cayman		
Islands, British Virgin Islands, Montserrat,		1.II.1913
Caicos & Turks Islands. Saint Helena,		21.VII.1915
Wei-Hai-Wei		17.VII.1967
Uruguay		
Zaire		

**Convention internationale
pour l'unification de certaines
règles en matière**

**d'Assistance et de sauvetage
maritimes
et protocole de signature**

Bruxelles, le 23 septembre 1910
Entrée en vigueur: 1 mars 1913

**International convention
for the unification of
certain rules of law
relating to**

**Assistance and salvage at
sea
and protocol of signature**

Brussels, 23rd September, 1910
Entered into force: 1 March 1913

(Translation)

Algeria	(a)	13.IV.1964
Angola	(a)	20.VII.1914
Antigua and Barbuda	(a)	1.II.1913
Argentina	(a)	28.II.1922
Australia	(a)	9.IX.1930
Norfolk Island	(a)	1.II.1913
Austria	(r)	1.II.1913
Bahamas	(a)	1.II.1913

*Assistance et sauvetage 1910**Assistance and salvage 1910*

Barbados	(a)	1.II.1913
Belgium	(r)	1.II.1913
Belize	(a)	1.II.1913
Brazil	(r)	31.XII.1913
Canada	(a)	25.IX.1914
<i>(denunciation 22.XI.1994)</i>		
Cape Verde	(a)	20.VII.1914
Cyprus	(a)	1.II.1913
Croatia	(a)	8.X.1991
Denmark	(r)	18.VI.1913
Dominican Republic	(a)	23.VII.1958
Egypt	(a)	19.XI.1943
Fiji	(a)	1.II.1913
Finland	(a)	17.VII.1923
France	(r)	1.II.1913
Gambia	(a)	1.II.1913
Germany	(r)	1.II.1913
Ghana	(a)	1.II.1913
Goa	(a)	20.VII.1914
Greece	(r)	15.X.1913
Grenada	(a)	1.II.1913
Guinea-Bissau	(a)	20.VII.1914
Guyana	(a)	1.II.1913
Haiti	(a)	18.VIII.1951
Hungary	(r)	1.II.1913
India	(a)	1.II.1913
Iran	(a)	26.IV.1966
Ireland	(r)	1.II.1913
Italy	(r)	2.VI.1913
Jamaica	(a)	1.II.1913
Japan	(r)	12.I.1914
Kenya	(a)	1.II.1913
Kiribati	(a)	1.II.1913
Latvia	(a)	2.VIII.1932
Luxembourg	(a)	22.IV.1991
Macao	(a)	20.VII.1914
Malaysia	(a)	1.II.1913
Malta	(a)	1.II.1913
Madagascar	(r)	1.II.1913
Mauritius	(a)	1.II.1913
Mexico	(r)	1.II.1913
Mozambique	(a)	20.VII.1914
Netherlands	(r)	1.II.1913

*Assistance et sauvetage 1910**Assistance and salvage 1910*

Newfoundland	(a)	12.XI.1913
New Zealand	(a)	19.V.1913
Nigeria	(a)	1.II.1913
Norway	(r)	12.XI.1913
<i>(denunciation 9.XII.1996)</i>		
Oman	(a)	21.VIII.1975
Papua - New Guinea	(a)	1.II.1913
Paraguay	(a)	22.XI.1967
Poland	(a)	15.X.1921
Portugal	(r)	25.VII.1913
Romania	(r)	1.II.1913
Russian Federation	(a)	10.VII.1936
Saint Kitts and Nevis	(a)	1.II.1913
Saint Lucia	(a)	3.III.1913
Saint Vincent and the Grenadines	(a)	1.II.1913
Solomon Islands	(a)	1.II.1913
Sao Tomé and Príncipe	(a)	20.VII.1914
Seychelles	(a)	1.II.1913
Sierra Leone	(a)	1.II.1913
Singapore	(a)	1.II.1913
Slovenia	(a)	13.X.1993
Somalia	(a)	1.II.1913
Spain	(a)	17.XI.1923
Sri Lanka	(a)	1.II.1913
Sweden	(r)	12.XI.1913
Switzerland	(a)	28.V.1954
Syrian Arab Republic	(a)	1.VIII.1974
Timor	(a)	20.VII.1914
Tonga	(a)	13.VI.1978
Trinidad and Tobago	(a)	1.II.1913
Turkey	(a)	4.VII.1955
Tuvalu	(a)	1.II.1913
United Kingdom ⁽¹⁾	(r)	1.II.1913
Anguilla, Bermuda, Gibraltar, Hong Kong⁽²⁾, Falkland Islands and Dependencies, British Virgin Islands, Montserrat, Turks & Caicos Islands, Saint Helena		
	(a)	1.II.1913
<i>(denunciation 12.XII.1994 effective also for Falkland Islands, Montserrat, South Georgia and South Sandwich Islands)</i>		

⁽¹⁾ Including Jersey, Guernsey and Isle of Man.

⁽²⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

*Assistance et sauvetage 1910**Assistance and salvage - Protocole 1967*

United States of America	(r)	1.II.1913
Uruguay	(a)	21.VII.1915
Zaire	(a)	17.VII.1967

**Protocole portant modification
de la convention internationale
pour l'unification de
certaines règles en matière
d'Assistance et de sauvetage
maritimes**

**Signée a Bruxelles, le 23
septembre 1910**

Bruxelles, 27 mai 1967
Entré en vigueur: 15 août 1977

**Protocol to amend
the international convention for
the unification of certain
rules of law relating to
Assistance and salvage at
sea**

**Signed at Brussels on 23rd
September, 1910**

Brussels, 27th May 1967
Entered into force: 15 August 1977

Austria	(r)	4.IV.1974
Belgium	(r)	11.IV.1973
Brazil	(r)	8.XI.1982
Croatia	(r)	8.X.1991
Egypt	(r)	15.VII.1977
Jersey, Guernsey & Isle of Man	(a)	22.VI.1977
Papua New Guinea	(a)	14.X.1980
Slovenia	(a)	13.X.1993
Syrian Arab Republic	(a)	1.VIII.1974
United Kingdom	(r)	9.IX.1974

*Limitation de responsabilité 1924**Limitation of liability 1924*

**Convention internationale pour
l'unification de certaines
règles concernant la
Limitation de la responsabilité
des propriétaires
de navires de mer
et protocole de signature**

Bruxelles, 25 août 1924
Entrée en vigueur: 2 juin 1931

**International convention for
the unification of certain
rules relating to the
Limitation of the liability
of owners
of sea-going vessels
and protocol of signature**

Brussels, 25th August 1924
Entered into force: 2 June 1931

Belgium	(r)	2.VI.1930
Brazil	(r)	28.IV.1931
Denmark <i>(denunciation - 30.VI.1983)</i>	(r)	2.VI.1930
Dominican Republic	(a)	23.VII.1958
Finland <i>(denunciation - 30.VI.1983)</i>	(a)	12.VII.1934
France <i>(denunciation - 26.X.1976)</i>	(r)	23.VIII.1935
Hungary	(r)	2.VI.1930
Madagascar	(r)	12.VIII.1935
Monaco <i>(denunciation - 24.I.1977)</i>	(r)	15.V.1931
Norway <i>(denunciation - 30.VI.1963)</i>	(r)	10.X.1933
Poland	(r)	26.X.1936
Portugal	(r)	2.VI.1930
Spain	(r)	2.VI.1930
Sweden <i>(denunciation - 30.VI.1963)</i>	(r)	1.VII.1938
Turkey	(a)	4.VII.1955

**Convention internationale pour
l'unification de certaines
règles en matière de
Connaissance
et protocole de signature
“Règles de La Haye 1924”**

Bruxelles, le 25 août 1924

Entrée en vigueur: 2 juin 1931

**International convention for
the unification of certain
rules of law relating to
Bills of lading
and protocol of signature
“Hague Rules 1924”**

Brussels, 25 August 1924

Entered into force: 2 June 1931

(Translation)

Algeria	(a)	13.IV.1964
Angola	(a)	2.II.1952
Antigua and Barbuda	(a)	2.XII.1930
Argentina	(a)	19.IV.1961
Australia*	(a)	4.VII.1955
Norfolk	(a)	4. VII.1955
Bahamas	(a)	2.XII.1930
Barbados	(a)	2.XII.1930
Belgium	(r)	2.VI.1930
Belize	(a)	2.XI.1930
Bolivia	(a)	28.V.1982
Cameroon	(a)	2.XII.1930
Cape Verde	(a)	2.II.1952
Cyprus	(a)	2.XII.1930
Croatia	(r)	8.X.1991
Cuba*	(a)	25.VII.1977
Denmark*	(a)	1.VII.1938
<i>(denunciation – 1.III.1984)</i>		
Dominican Republic	(a)	2.XII.1930
Ecuador	(a)	23.III.1977
Egypt* (1)	(a)	29.XI.1943
Fiji	(a)	2.XII.1930
Finland	(a)	1.VII.1939
<i>(denunciation – 1.III.1984)</i>		

(1) On 17 February 1993 Egypt notified to the Government of Belgium that it had become a party to the U.N. Convention on the Carriage of Goods by Sea, 1978 (Hamburg Rules) but that it deferred the denunciation of the 1924 Brussels Convention, as amended for a period of five years. If, as provided in Article 31 paragraph 4 of the Hamburg Rules the five years period has commenced to run on the date of entry into force of the Hamburg Rules (1 November 1992), the denunciation made on 1 November 1997 has taken effect on 1 November 1998).

*Règles de La Haye**Hague Rules*

France*	(r)	4.I.1937
Gambia	(a)	2.XII.1930
Germany	(r)	1.VII.1939
Ghana	(a)	2.XII.1930
Goa	(a)	2.II.1952
Greece	(a)	23.III.1993
Grenada	(a)	2.XII.1930
Guyana	(a)	2.XII.1930
Guinea-Bissau	(a)	2.II.1952
Hungary	(r)	2.VI.1930
Iran	(a)	26.IV.1966
Ireland*	(a)	30.I.1962
Israel	(a)	5.IX.1959
Italy	(r)	7.X.1938
<i>(denunciation – 22.XI.1984)</i>		
Ivory Coast*	(a)	15.XII.1961
Jamaica	(a)	2.XII.1930
Japan*	(r)	1.VII.1957
<i>(denunciation – 1. VI.1992)</i>		
Kenya	(a)	2.XII.1930
Kiribati	(a)	2.XII.1930
Kuwait*	(a)	25.VII.1969
Lebanon	(a)	19.VII.1975
Malaysia	(a)	2.XII.1930
Madagascar	(a)	13.VII.1965
Mauritius	(a)	24.VIII.1970
Monaco	(a)	15.V.1931
Mozambique	(a)	2.II.1952
Nauru*	(a)	4.VII.1955
Netherlands*	(a)	18.VIII.1956
<i>(denunciation – 26.IV.1982)</i>		
Nigeria	(a)	2.XII.1930
Norway	(a)	1.VII.1938
<i>(denunciation – 1.III.1984)</i>		
Papua New Guinea*	(a)	4.VII.1955
Paraguay	(a)	22.XI.1967
Peru	(a)	29.X.1964
Poland	(r)	4.VIII.1937
Portugal	(a)	24.XII.1931
Macao	(a)	2.II.1952
Romania	(r)	4.VIII.1937
Sao Tomé and Principe	(a)	2.II.1952
Sarawak	(a)	3.XI.1931
Senegal	(a)	14.II.1978
Seychelles	(a)	2.XII.1930
Sierra-Leone	(a)	2.XII.1930

*Règles de La Haye**Hague Rules*

Singapore	(a)	2.XII.1930
Slovenia	(a)	25.VI.1991
Solomon Islands	(a)	2.XII.1930
Somalia	(a)	2.XII.1930
Spain	(r)	2.VI.1930
Sri-Lanka	(a)	2.XII.1930
St. Kitts and Nevis	(a)	2.XII.1930
St. Lucia	(a)	2.XII.1930
St. Vincent and the Grenadines	(a)	2.XII.1930
Sweden	(a)	1.VII.1938
<i>(denunciation – 1.III.1984)</i>		
Switzerland*	(a)	28.V.1954
Syrian Arab Republic	(a)	1.VIII.1974
Tanzania (United Republic of)	(a)	3.XII.1962
Timor	(a)	2.II.1952
Tonga	(a)	2.XII.1930
Trinidad and Tobago	(a)	2.XII.1930
Turkey	(a)	4.VII.1955
Tuvalu	(a)	2.XII.1930
United Kingdom of Great Britain and		
Northern Ireland (including Jersey and Isle		
of Man)*	(r)	2.VI.1930
<i>(denunciation – 13.VI.1977)</i>		
Gibraltar	(a)	2.XII.1930
<i>(denunciation – 22.IX.1977)</i>		
Bermuda, Hong Kong ⁽¹⁾, Falkland Islands		
and dependencies, Turks & Caicos Islands,		
Cayman Islands, British Virgin Islands,		
Montserrat, British Antarctic Territories.		
<i>(denunciation 20.X.1983)</i>		
Anguilla	(a)	2.XII.1930
Ascension, Saint Helène and Dependencies	(a)	3.XI.1931
United States of America*	(r)	29.VI.1937
Zaire	(a)	17.VII.1967

(1) With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Hague Rules will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

RESERVATIONS

Australia

a) The Commonwealth of Australia reserves the right to exclude from the operation of legislation passed to give effect to the Convention the carriage of goods by sea which is not carriage in the course of trade or commerce with other countries or among the States of Australia.

b) The Commonwealth of Australia reserves the right to apply Article 6 of the Convention in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the last paragraph of that Article.

Cuba

Le Gouvernement de Cuba se réserve le droit de ne pas appliquer les termes de la Convention au transport de marchandises en navigation de cabotage national.

Denmark

...Cette adhésion est donnée sous la réserve que les autres Etats contractants ne soulèvent aucune objection à ce que l'application des dispositions de la Convention soit limitée de la manière suivante en ce qui concerne le Danemark:

1) La Loi sur la navigation danoise en date du 7 mai 1937 continuera à permettre que dans le cabotage national les connaissements et documents similaires soient émis conformément aux prescriptions de cette loi, sans que les dispositions de la Convention leur soient appliquées aux rapports du transporteur et du porteur du document déterminés par ces titres.

2) Sera considéré comme équivalent au cabotage national sous les rapports mentionnés au paragraphe 1) - au cas où une disposition serait édictée en ce sens en vertu de l'article 122, dernier alinéa, de la loi danoise sur la navigation - le transport maritime entre le Danemark et les autres Etats nordiques, dont les lois sur la navigation contiennent des dispositions analogues.

3) Les dispositions des Conventions internationales concernant le transport des voyageurs et des bagages et concernant le transport des marchandises par chemins de fer, signées à Rome, le 23 novembre 1933, ne seront pas affectées par cette Convention."

Egypt

...Nous avons résolu d'adhérer par les présentes à la dite Convention, et promettons de concourir à son application. L'Egypte est, toutefois, d'avis que la Convention, dans sa totalité, ne s'applique pas au cabotage national. En conséquence, l'Egypte se réserve le droit de régler librement le cabotage national par sa propre législation...

France

...En procédant à ce dépôt, l'Ambassadeur de France à Bruxelles déclare, conformément à l'article 13 de la Convention précitée, que l'acceptation que lui donne le Gouvernement Français ne s'applique à aucune des colonies, possessions, protectorats ou territoires d'outre-mer se trouvant sous sa souveraineté ou son autorité.

Ireland

...Subject to the following declarations and reservations: 1. In relation to the carriage of goods by sea in ships carrying goods from any port in Ireland to any other port in Ireland or to a port in the United Kingdom, Ireland will apply Article 6 of the Convention as though the Article referred to goods of any class instead of to particular goods, and as though the proviso in the third paragraph of the said Article were omitted; 2. Ireland does not accept the provisions of the first paragraph of Article 9 of the Convention.

Ivory Coast

Le Gouvernement de la République de Côte d'Ivoire, en adhérant à ladite Convention précise que:

- 1) Pour l'application de l'article 9 de la Convention relatif à la valeur des unités monétaires employées, la limite de responsabilité est égale à la contre-valeur en francs CFA sur la base d'une livre or égale à deux livres sterling papier, au cours du change de l'arrivée du navire au port de déchargement.
- 2) Il se réserve le droit de réglementer par des dispositions particulières de la loi nationale le système de la limitation de responsabilité applicable aux transports maritimes entre deux ports de la république de Côte d'Ivoire.

Japan

Statement at the time of signature, 25.8.1925.

Au moment de procéder à la signature de la Convention Internationale pour l'unification de certaines règles en matière de connaissance, le soussigné, Plénipotentiaire du Japon, fait les réserves suivantes:

- a) A l'article 4.

Le Japon se réserve jusqu'à nouvel ordre l'acceptation des dispositions du a) à l'alinéa 2 de l'article 4.

- b) Le Japon est d'avis que la Convention dans sa totalité ne s'applique pas au cabotage national; par conséquent, il n'y aurait pas lieu d'en faire l'objet de dispositions au Protocole. Toutefois, s'il n'en pas ainsi, le Japon se réserve le droit de régler librement le cabotage national par sa propre législation.

Statement at the time of ratification

...Le Gouvernement du Japon déclare

- 1) qu'il se réserve l'application du premier paragraphe de l'article 9 de la Convention; 2) qu'il maintient la réserve b) formulée dans la Note annexée à la lettre de l'Ambassadeur du Japon à Monsieur le Ministre des Affaires étrangères de Belgique, du 25 août 1925, concernant le droit de régler librement le cabotage national par sa propre législation; et 3) qu'il retire la réserve a) de ladite Note, concernant les dispositions du a) à l'alinéa 2 de l'article 4 de la Convention.

Kuwait

Le montant maximum en cas de responsabilité pour perte ou dommage causé aux marchandises ou les concernant, dont question à l'article 4, paragraphe 5, est augmenté jusque £ 250 au lieu de £ 100.

The above reservation has been rejected by France and Norway. The rejection of Norway has been withdrawn on 12 April 1974. By note of 30.3.1971, received by the Belgian Government on 30.4.1971 the Government of Kuwait stated that the amount of £ 250 must be replaced by Kuwait Dinars 250.

Nauru

Reservations: a) the right to exclude from the operation of legislation passed to give effect to the Convention on the carriage of goods by sea which is not carriage in the course of trade or commerce with other countries or among the territory of Nauru; b) the right to apply Article 6 of the Convention in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the last paragraph of that Article.

Netherlands

...Désirant user de la faculté d'adhésion réservée aux Etats non-signataires par l'article 12 de la Convention internationale pour l'unification de certaines règles en matière de connaissance, avec Protocole de signature, conclue à Bruxelles, le 25 août 1924, nous avons résolu d'adhérer par les présentes, pour le Royaume en Europe, à ladite

Convention, Protocole de signature, d'une manière définitive et promettons de concourir à son application, tout en Nous réservant le droit, par prescription légale,

1) de préciser que dans les cas prévus par l'article 4, par. 2 de c) à p) de la Convention, le porteur du connaissance peut établir la faute personnelle du transporteur ou les fautes de ses préposés non couverts par l'article 4, par. 2 a) de la Convention;

2) d'appliquer, en ce qui concerne le cabotage national, l'article 6 à toutes les catégories de marchandises, sans tenir compte de la restriction figurant au dernier paragraphe dudit article, et sous réserve:

1) que l'adhésion à la Convention ait lieu en faisant exclusion du premier paragraphe de l'article 9 de la Convention;

2) que la loi néerlandaise puisse limiter les possibilités de fournir des preuves contraires contre le connaissance.

Norway

...L'adhésion de la Norvège à la Convention internationale pour l'unification de certaines règles en matière de connaissance, signée à Bruxelles, le 25 août 1924, ainsi qu'au Protocole de signature y annexé, est donnée sous la réserve que les autres Etats contractants ne soulèvent aucune objection à ce que l'application des dispositions de la Convention soit limitée de la manière suivante en ce qui concerne la Norvège:

1) La loi sur la navigation norvégienne continuera à permettre que dans le cabotage national les connaissances et documents similaires soient émis conformément aux prescriptions de cette loi, sans que les dispositions de la Convention leur soient appliquées ou soient appliquées aux rapports du transporteur et du porteur du document déterminés par ces titres.

2) Sera considéré comme équivalent au cabotage national sous les rapports mentionnés au paragraphe 1) - au cas où une disposition serait édictée en ce sens en vertu de l'article 122, dernier alinéa, de la loi norvégienne sur la navigation - le transport maritime entre la Norvège et autres Etats nordiques, dont les lois sur la navigation contiennent des dispositions analogues.

3) Les dispositions des Conventions internationales concernant le transport des voyageurs et des bagages et concernant le transport des marchandises par chemins de fer, signées à Rome le 23 novembre 1933, ne seront pas affectées par cette Convention.

Papua New Guinea

Reservations: a) the right to exclude from the operation of legislation passed to give effect to the Convention on the carriage of goods by sea which is not carriage in the course of trade or commerce with other countries or among the territories of Papua and New-Guinea; b) the right to apply Article 6 of the Convention in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the 1st paragraph of that Article.

Switzerland

...Conformément à l'alinéa 2 du Protocole de signature, les Autorités fédérales se réservent de donner effet à cet acte international en introduisant dans la législation suisse les règles adoptées par la Convention sous une forme appropriée à cette législation.

United Kingdom

...I Declare that His Britannic Majesty's Government adopt the last reservation in the additional Protocol of the Bills of Lading Convention. I Further Declare that my signature applies only to Great Britain and Northern Ireland. I reserve the right of each of the British Dominions, Colonies, Overseas Possessions and Protectorates, and of

*Règles de Visby**Visby Rules*

each of the territories over which his Britannic Majesty exercises a mandate to accede to this Convention under Article 13. "...In accordance with Article 13 of the above named Convention, I declare that the acceptance of the Convention given by His Britannic Majesty in the instrument of ratification deposited this day extends only to the United Kingdom of Great Britain and Northern Ireland and does not apply to any of His Majesty's Colonies or Protectorates. or territories under suzerainty or mandate.

United States of America

...*And whereas*, the Senate of the United States of America by their resolution of April 1 (legislative day March 13), 1935 (two-thirds of the Senators present concurring therein), did advise and consent to the ratification of the said convention and protocol of signature thereto, 'with the understanding, to be made a part of such ratification, that, notwithstanding the provisions of Article 4, Section 5, and the first paragraph of Article 9 of the convention, neither the carrier nor the ship shall in any event be or become liable within the jurisdiction of the United States of America for any loss or damage to or in connection with goods in an amount exceeding 500.00 dollars, lawful money of the United States of America, per package or unit unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

And whereas, the Senate of the United States of America by their resolution of May 6, 1937 (two-thirds of the Senators present concurring therein), did add to and make a part of their aforesaid resolution of April 1, 1935, the following understanding: That should any conflict arise between the provisions of the Convention and the provisions of the Act of April 16, 1936, known as the 'Carriage of Goods by Sea Act', the provisions of said Act shall prevail:

Now therefore, be it known that I, Franklin D. Roosevelt, President of the United States of America, having seen and considered the said convention and protocol of signature, do hereby, in pursuance of the aforesaid advice and consent of the Senate, ratify and confirm the same and every article and clause thereof, subject to the two understandings hereinabove recited and made part of this ratification.

**Protocole portant modification de
la Convention Internationale pour
l'unification de certaines
règles en matière de
connaissance, signée a Bruxelles
le 25 août 1924
Règles de Visby**

Bruxelles, 23 février 1968
Entrée en vigueur: 23 juin 1977

**Protocol to amend the
International Convention for
the unification of certain
rules of law relating to
bills of lading, signed at Brussels
on 25 August 1924
Visby Rules**

Brussels, 23rd February 1968
Entered into force: 23 June, 1977

Belgium	(r)	6.IX.1978
Denmark	(r)	20.XI.1975
Ecuador	(a)	23.III.1977
Egypt*	(r)	31.I.1983
Finland	(r)	1.XII.1984
France	(r)	10.VII.1977

*Règles de Visby**Visby Rules*

Greece	(a)	23.III.1993
Italy	(r)	22.VIII.1985
Lebanon	(a)	19.VII.1975
Netherlands*	(r)	26.IV.1982
Norway	(r)	19.III.1974
Poland*	(r)	12.II.1980
Singapore	(a)	25.IV.1972
Sri-Lanka	(a)	21.X.1981
Sweden	(r)	9.XII.1974
Switzerland	(r)	11.XII.1975
Syrian Arab Republic	(a)	1.VIII.1974
Tonga	(a)	13.VI.1978
United Kingdom of Great Britain	(r)	1.X.1976
Bermuda, Hong-Kong ⁽¹⁾	(a)	1.XI.1980
Gibraltar	(a)	22.IX.1977
Isle of Man	(a)	1.X.1976
British Antarctic Territories, Caimans, Caicos & Turks Islands, Falklands Islands & Dependencies, Montserrat, Virgin Islands (extension)	(a)	20.X.1983

RESERVATIONS**Egypt Arab Republic**

La République Arabe d'Égypte déclare dans son instrument de ratification qu'elle ne se considère pas liée par l'article 8 dudit Protocole (cette déclaration est faite en vertu de l'article 9 du Protocole).

Netherlands

Ratification effectuée pour le Royaume en Europe. Le Gouvernement du Royaume des Pays-Bas se réserve le droit, par prescription légale, de préciser que dans les cas prévus par l'article 4, alinéa 2 de c) à p) de la Convention, le porteur du connaissance peut établir la faute personnelle du transporteur ou les fautes de ses préposés non couverts par le paragraphe a).

Poland

Confirmation des réserves faites lors de la signature, à savoir: "La République Populaire de Pologne ne se considère pas liée par l'article 8 du présent Protocole".

⁽¹⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Visby Protocol will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China. Reservations have been made by the Government of the People's Republic of China with respect to art. 3 of the Protocol.

*Protocole DTS**SDR Protocol*

Protocole portant modification de la Convention Internationale pour l'unification de certaines règles en matière de connaissance telle qu'amendée par le Protocole de modification du 23 février 1968.

Protocole DTS

Bruxelles, le 21 décembre 1979
Entrée en vigueur: 14 février 1984

Protocol to amend the International Convention for the unification of certain rules relating to bills of lading as modified by the Amending Protocol of 23rd February 1968.

SDR Protocol

Brussels, 21st December 1979
Entered into force: 14 February 1984

Australia	(a)	16.VII.1993
Belgium	(r)	7.IX.1983
Denmark	(a)	3.XI.1983
Finland	(r)	1.XII.1984
France	(r)	18.XI.1986
Georgia	(a)	20.II.1996
Greece	(a)	23.III.1993
Italy	(r)	22.VIII.1985
Japan	(r)	1.III.1993
Mexico	(a)	20.V.1994
Netherlands	(r)	18.II.1986
New Zealand	(a)	20.XII.1994
Norway	(r)	1.XII.1983
Poland*	(r)	6.VII.1984
Spain	(r)	6.I.1982
Sweden	(r)	14.XI.1983
Switzerland*	(r)	20.I.1988
United Kingdom of Great-Britain and Northern Ireland	(r)	2.III.1982
Bermuda, British Antarctic Territories, Virgin Islands, Caimans, Falkland Islands & Dependencies, Gibraltar, Hong-Kong ⁽¹⁾, Isle of Man, Montserrat, Caicos & Turks Island (extension)	(a)	20.X.1983

⁽¹⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the SDR Protocol will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China. Reservations have been made by the Government of the People's Republic of China with respect to art. 8 of the Protocol.

RESERVATIONS

Poland

Poland does not consider itself bound by art. III.

Switzerland

Le Conseil fédéral suisse déclare, en se référant à l'article 4, paragraphe 5, alinéa d) de la Convention internationale du 25 août 1924 pour l'unification de certaines règles en matière de connaissance, telle qu'amendée par le Protocole de modification du 23 février 1968, remplacé par l'article II du Protocole du 21 décembre 1979, que la Suisse calcule de la manière suivante la valeur, en droit de tirage spécial (DTS), de sa monnaie nationale:

La Banque nationale suisse (BNS) communique chaque jour au Fonds monétaire international (FMI) le cours moyen du dollar des Etats Unis d'Amérique sur le marché des changes de Zürich. La contrevaletur en francs suisses d'un DTS est déterminée d'après ce cours du dollar et le cours en dollars DTS, calculé par le FMI. Se fondant sur ces valeurs, la BNS calcule un cours moyen du DTS qu'elle publiera dans son Bulletin mensuel.

**Convention internationale pour
l'unification de certaines
règles relatives aux
Privilèges et hypothèques
maritimes
et protocole de signature**

Bruxelles, 10 avril 1926
entrée en vigueur: 2 juin 1931

**International convention
for the unification of
certain rules relating to
Maritime liens and
mortgages
and protocol of signature**

Brussels, 10th April 1926
entered into force: 2 June 1931

(Translation)

Algeria	(a)	13.IV.1964
Argentina	(a)	19.IV.1961
Belgium	(r)	2.VI.1930
Brazil	(r)	28.IV.1931
Cuba*	(a)	21.XI.1983
Denmark	(r)	2.VI.1930
<i>(denunciation – 1.III.1965)</i>		
Estonia	(r)	2.VI.1930
Finland	(a)	12.VII.1934
<i>(denunciation – 1.III.1965)</i>		
France	(r)	23.VIII.1935
Haiti	(a)	19.III.1965
Hungary	(r)	2.VI.1930
Iran	(a)	8.IX.1966
Italy*	(r)	7.XII.1949
Lebanon	(a)	18.III.1969
Luxembourg	(a)	18.II.1991

*Maritime liens and mortgages 1926**Immunity 1926*

Madagascar	(r)	23.VIII.1935
Monaco	(a)	15.V.1931
Norway	(r)	10.X.1933
<i>(denunciation – I.III.1965)</i>		
Poland	(r)	26.X.1936
Portugal	(a)	24.XII.1931
Romania	(r)	4.VIII.1937
Spain	(r)	2.VI.1930
Switzerland	(a)	28.V.1954
Sweden	(r)	1.VII.1938
<i>(denunciation – I.III.1965)</i>		
Syrian Arab Republic	(a)	14.II.1951
Turkey	(a)	4.VII.1955
Uruguay	(a)	15.IX.1970
Zaire	(a)	17.VII.1967

RESERVATIONS**Cuba**

(Traduction) L'instrument d'adhésion contient une déclaration relative à l'article 19 de la Convention.

Italy

(Traduction) L'Etat italien se réserve la faculté de ne pas conformer son droit interne à la susdite Convention sur les points où ce droit établit actuellement:

- l'extension des privilèges dont question à l'art. 2 de la Convention, également aux dépendances du navire, au lieu qu'aux seuls accessoires tels qu'ils sont indiqués à l'art. 4;
- la prise de rang, après la seconde catégorie de privilèges prévus par l'art. 2 de la Convention, des privilèges qui couvrent les créances pour les sommes avancées par l'Administration de la Marine Marchande ou de la Navigation intérieure, ou bien par l'Autorité consulaire, pour l'entretien et le rapatriement des membres de l'équipage.

**Convention internationale pour
l'unification de certaines règles
concernant les**

**Immunités des navires
d'Etat**

Bruxelles, 10 avril 1926
et protocole additionnel

Bruxelles, 24 mai 1934
Entrée en vigueur: 8 janvier 1937

**International convention for the
unification of certain rules
concerning the**

**Immunity of State-owned
ships**

Brussels, 10th April 1926
and additional protocol

Brussels, May 24th 1934
Entered into force: 8 January 1937

(Translation)

Argentina	(a)	19.IV.1961
Belgium	(r)	8.I.1936

*Immunité 1926**Immunity 1926*

Brazil	(r)	8.I.1936
Chile	(r)	8.I.1936
Cyprus	(a)	19.VII.1988
Denmark	(r)	16.XI.1950
Estonia	(r)	8.I.1936
France	(r)	27.VII.1955
Germany	(r)	27.VI.1936
Greece	(a)	19.V.1951
Hungary	(r)	8.I.1936
Italy	(r)	27.I.1937
Luxembourg	(a)	18.II.1991
Libyan Arab Jamahiriya	(r)	27.I.1937
Madagascar	(r)	27.I.1955
Netherlands	(r)	8.VII.1936
Curacao, Dutch Indies		
Norway	(r)	25.IV.1939
Poland	(r)	16.VII.1976
Portugal	(r)	27.VI.1938
Romania	(r)	4.VIII.1937
<i>(denunciation – 21.IX.1959)</i>		
Somalia	(r)	27.I.1937
Sweden	(r)	1.VII.1938
Switzerland	(a)	28.V.1954
Suriname	(r)	8.VII.1936
Syrian Arab Republic	(a)	17.II.1960
Turkey	(a)	4.VII.1955
United Arab Republic	(a)	17.II.1960
United Kingdom*	(r)	3.VII.1979
United Kingdom for Jersey,		
Guernsey and Island of Man	(a)	19.V.1988
Uruguay	(a)	15.IX.1970
Zaire	(a)	17.VII.1967

RESERVATIONS**United Kingdom**

We reserve the right to apply Article 1 of the Convention to any claim in respect of a ship which falls within the Admiralty jurisdiction of Our courts, or of Our courts in any territory in respect of which We are party to the Convention. We reserve the right, with respect to Article 2 of the Convention to apply in proceedings concerning another High Contracting Party or ship of another High Contracting Party the rules of procedure set out in Chapter II of the European Convention on State Immunity, signed at Basle on the Sixteenth day of May, in the Year of Our Lord One thousand Nine hundred and Seventy-two.

In order to give effect to the terms of any international agreement with a non-Contracting State, We reserve the right to make special provision:

(a) as regards the delay or arrest of a ship or cargo belonging to such a State, and (b) to prohibit seizure of or execution against such a ship or cargo.

*Compétence civile 1952**Civil jurisdiction 1952***Convention internationale pour
l'unification de certaines règles
relatives à la****Compétence civile
en matière d'abordage**

Bruxelles, 10 mai 1952

Entrée en vigueur:

14 septembre 1955

**International convention for the
unification of certain rules
relating to****Civil jurisdiction
in matters of collision**

Brussels, 10th May 1952

Entered into force:

14 September 1955

Algeria	(a)	18.VIII.1964
Antigua and Barbuda	(a)	12.V.1965
Argentina	(a)	19.IV.1961
Bahamas	(a)	12.V.1965
Belgium	(r)	10.IV.1961
Belize	(a)	21.IX.1965
Benin	(a)	23.IV.1958
Burkina Faso	(a)	23.IV.1958
Cameroon	(a)	23.IV.1958
Central African Republic	(a)	23.IV.1958
Comoros	(a)	23.IV.1958
Congo	(a)	23.IV.1958
Costa Rica*	(a)	13.VII.1955
Cote d'Ivoire	(a)	23.IV.1958
Croatia*	(r)	8.X.1991
Cyprus	(a)	17.III.1994
Djibouti	(a)	23.IV.1958
Dominican Republic	(a)	12.V.1965
Egypt	(r)	24.VIII.1955
Fiji	(a)	10.X.1974
France	(r)	25.V.1957
Overseas Territories	(a)	23.IV.1958
Gabon	(a)	23.IV.1958
Germany	(r)	6.X.1972
Greece	(r)	15.III.1965
Grenada	(a)	12.V.1965
Guinea	(a)	23.IV.1958
Guyana	(a)	29.III.1963
Haute Volta	(a)	23.IV.1958
Holy Seat	(r)	10.VIII.1956
Ireland	(a)	17.X.1989
Italy	(r)	9.XI.1979
Khmere Republic*	(a)	12.XI.1959
Kiribati	(a)	21.IX.1965
Luxembourg	(a)	18.II.1991

*Compétence civile 1952**Civil jurisdiction 1952*

Madagascar	(a)	23.IV.1958
Mauritania	(a)	23.IV.1958
Mauritius	(a)	29.III.1963
Morocco	(a)	11.VII.1990
Niger	(a)	23.IV.1958
Nigeria	(a)	7.XI.1963
North Borneo	(a)	29.III.1963
Paraguay	(a)	22.XI.1967
Poland	(a)	14.III.1986
Portugal	(r)	4.V.1957
Romania	(a)	28.XI.1995
Sarawak	(a)	29.VIII.1962
Senegal	(a)	23.IV.1958
Seychelles	(a)	29.III.1963
Slovenia	(a)	13.X.1993
Solomon Islands	(a)	21.IX.1965
Spain	(r)	8.XII.1953
St. Kitts and Nevis	(a)	12.V.1965
St. Lucia	(a)	12.V.1965
St. Vincent and the Grenadines	(a)	12.V.1965
Sudan	(a)	23.IV.1958
Switzerland	(a)	28.V.1954
Syrian Arab Republic	(a)	1.VIII.1974
Tchad	(a)	23.IV.1958
Togo	(a)	23.IV.1958
Tonga	(a)	13.VI.1978
Tuvalu	(a)	21.IX.1965
United Kingdom of Great Britain and		
Northern Ireland	(r)	18.III.1959
Gibraltar, Hong-Kong ⁽¹⁾	(a)	29.III.1963
British Virgin Islands	(a)	29.V.1963
Bermuda	(a)	30.V.1963
Caiman Islands, Montserrat	(a)	12.V.1965
Anguilla, St. Helena	(a)	12.V.1965
Turks Isles and Caicos	(a)	21.IX.1965
Guernsey	(a)	8.XII.1966
Falkland Islands and Dependencies	(a)	17.X.1969
Zaire	(a)	17.VII.1967

⁽¹⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Civil Jurisdiction Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

RESERVATIONS

Costa-Rica

(Traduction) Le Gouvernement de la République du Costa Rica, en adhérant à cette Convention, fait cette réserve que l'action civile du chef d'un abordage survenu entre navires de mer ou entre navires de mer et bateaux de navigation intérieure, pourra être intentée uniquement devant le tribunal de la résidence habituelle du défendeur ou de l'Etat dont le navire bat pavillon.

En conséquence, la République du Costa Rica ne reconnaît pas comme obligatoires les literas b) et c) du premier paragraphe de l'article premier."

"Conformément au Code du droit international privé approuvé par la sixième Conférence internationale américaine, qui s'est tenue à La Havane (Cuba), le Gouvernement de la République du Costa Rica, en acceptant cette Convention, fait cette réserve expresse que, en aucun cas, il ne renoncera à sa compétence ou juridiction pour appliquer la loi costaricienne en matière d'abordage survenu en haute mer ou dans ses eaux territoriales au préjudice d'un navire costaricien.

Croatia

Reservation made by Yugoslavia and now applicable to Croatia: "Le Gouvernement de la République Populaire Fédérative de Yougoslavie se réserve le droit de se déclarer au moment de la ratification sur le principe de "sistership" prévu à l'article 1^o lettre (b) de cette Convention.

Khmere Republic

Le Gouvernement de la République Khmère, en adhérant à ladite convention, fait cette réserve que l'action civile du chef d'un abordage survenu entre navires de mer ou entre navires de mer et bateaux de navigation intérieure, pourra être intentée uniquement devant le tribunal de la résidence habituelle du défendeur ou de l'Etat dont le navire bat pavillon.

En conséquence, le Gouvernement de la République Khmère ne reconnaît pas le caractère obligatoire des alinéas b) et c) du paragraphe 1^o de l'article 1^o.

En acceptant ladite convention, le Gouvernement de la République Khmère fait cette réserve expresse que, en aucun cas, elle ne renoncera à sa compétence ou juridiction pour appliquer la loi khmère en matière d'abordage survenu en haute mer ou dans ses eaux territoriales au préjudice d'un navire khmère.

**Convention internationale
pour l'unification de
certaines règles
relatives à la**

**Compétence pénale
en matière d'abordage et
autres événements
de navigation**

Bruxelles, 10 mai 1952
Entrée en vigueur:
20 novembre 1955

**International convention
for the unification of
certain rules
relating to**

**Penal jurisdiction
in matters of collision
and other incidents
of navigation**

Brussels, 10th May 1952
Entered into force:
20 November 1955

*Compétence pénale 1952**Penal jurisdiction 1952*

Anguilla*	(a)	12.V.1965
Antigua and Barbuda*	(a)	12.V.1965
Argentina*	(a)	19.IV.1961
Bahamas*	(a)	12.V.1965
Belgium*	(r)	10.IV.1961
Belize*	(a)	21.IX.1965
Benin	(a)	23.IV.1958
Burkina Faso	(a)	23.IV.1958
Burman Union*	(a)	8.VII.1953
Cayman Islands*	(a)	12.VI.1965
Cameroon	(a)	23.IV.1958
Central African Republic	(a)	23.IV.1958
Comoros	(a)	23.IV.1958
Congo	(a)	23.IV.1958
Costa Rica*	(a)	13.VII.1955
Croatia*	(r)	8.X.1991
Cyprus	(a)	17.III.1994
Djibouti	(a)	23.IV.1958
Dominica, Republic of*	(a)	12.V.1965
Egypt*	(r)	24.VIII.1955
Fiji*	(a)	29.III.1963
France*	(r)	20.V.1955
Overseas Territories	(a)	23.IV.1958
Gabon	(a)	23.IV.1958
Germany*	(r)	6.X.1972
Greece	(r)	15.III.1965
Grenada*	(a)	12.V.1965
Guyana*	(a)	19.III.1963
Guinea	(a)	23.IV.1958
Haiti	(a)	17.IX.1954
Haute-Volta	(a)	23.IV.1958
Holy Seat	(r)	10.VIII.1956
Italy*	(r)	9.XI.1979
Ivory Coast	(a)	23.IV.1958
Khmere Republic*	(a)	12.XI.1956
Kiribati*	(a)	21.IX.1965
Lebanon	(r)	19.VII.1975
Luxembourg	(a)	18.II.1991
Madagascar	(a)	23.IV.1958
Mauritania	(a)	23.IV.1958
Mauritius*	(a)	29.III.1963
Montserrat*	(a)	12.VI.1965
Morocco	(a)	11.VII.1990
Netherlands*	(r)	
Kingdom in Europe, West Indies and Aruba	(r)	25.VI.1971

*Compétence pénale 1952**Penal jurisdiction 1952*

Niger	(a)	23.IV.1958
Nigeria*	(a)	7 XI.1963
North Borneo*	(a)	29.III.1963
Paraguay	(a)	22.XI.1967
Portugal*	(r)	4.V.1957
Romania	(a)	28.XI.1995
Sarawak*	(a)	28.VIII.1962
Senegal	(a)	23.IV.1958
Seychelles*	(a)	29.III.1963
Slovenia	(a)	13.X.1993
Solomon Islands*	(a)	21.IX.1965
Spain*	(r)	8.XII.1953
St. Kitts and Nevis*	(a)	12.V.1965
St. Lucia*	(a)	12.V.1965
St. Helena*	(a)	12.V.1965
St. Vincent and the Grenadines*	(a)	12.V.1965
Sudan	(a)	23.IV.1958
Suriname	(r)	25.VI.1971
Switzerland	(a)	28.V.1954
Syrian Arab Republic	(a)	10.VII.1972
Tchad	(a)	23.IV.1958
Togo	(a)	23.IV.1958
Tonga*	(a)	13.VI.1978
Tuvalu*	(a)	21.IX.1965
United Kingdom of Great Britain and		
Northern Ireland*	(r)	18.III.1959
Gibraltar, Hong-Kong⁽¹⁾	(a)	29.III.1963
British Virgin Islands	(a)	29.V.1963
Bermuda	(a)	30.V.1963
Anguilla	(a)	12.V.1965
Turks Islands and Caicos	(a)	21.IX.1965

⁽¹⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Penal Jurisdiction Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

The following declarations have been made by the Government of the People's Republic of China:

1. The Government of the People's Republic of China reserves, for the Hong Special Administrative Region, the right not to observe the provisions of Article 1 of the Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ships to which that ship belongs consented to the institution of criminal or disciplinary proceedings before the judicial or administrative authorities of the Hong Kong Special Administrative Region.

2. In accordance with Article 4 of the Convention, the Government of the People's Republic of China reserves, for the Hong Kong Special Administrative Region, the right to take proceedings in respect of offences committed within the waters under the jurisdiction of the Hong Kong Special Administrative Region.

Guernsey	(a)	8.XII.1966
Falkland Islands and dependencies	(a)	17.X.1969
Viet Nam*	(a)	26.XI.1955
Zaire	(a)	17.VII.1967

RESERVATIONS

Antigua, Cayman Island, Montserrat, St. Christopher-Nevis-Anguilla, St. Helena and St. Vincent

The Governments of Antigua, the Cayman Islands, Montserrat, St. Christopher-Nevis-Anguilla (now the independent State of Anguilla), St. Helena and St. Vincent reserve the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ship to which that ship belongs assented to the institution of criminal or disciplinary proceedings before judicial or administrative authorities in Antigua, the Cayman Islands, Montserrat, St. Christopher-Nevis-Anguilla, St. Helena and St. Vincent. They reserve the right under Article 4 of this Convention to take proceedings in respect of offences committed within the territorial waters of Antigua, the Cayman Islands, Montserrat, St. Christopher-Nevis-Anguilla, St. Helena and St. Vincent.

Argentina

(Traduction) La République Argentine adhère à la Convention internationale pour l'unification de certaines règles relatives à la compétence pénale en matière d'abordage et autres événements de navigation, sous réserve expresse du droit accordé par la seconde partie de l'article 4, et il est fixé que dans le terme "infractions" auquel cet article se réfère, se trouvent inclus les abordages et tout autre événement de la navigation visés à l'article 1° de la Convention.

Bahamas

...Subject to the following reservations:

- (a) the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has, as respects that ship or any class of ship to which that ship belongs, assented to the institution of criminal and disciplinary proceedings before judicial or administrative authorities of the Bahamas;
- (b) the right under Article 4 of the said Convention to take proceedings in respect of offences committed within the territorial waters of the Bahamas.

Belgium

...le Gouvernement belge, faisant usage de la faculté inscrite à l'article 4 de cette Convention, se réserve le droit de poursuivre les infractions commises dans les eaux territoriales belges.

Belize

...Subject to the following reservations:

- (a) the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has, as respects that ship or any class of ship to which that ship belongs, consented to the institution of criminal and disciplinary proceedings before judicial or administrative authorities of Belize;
- (b) the right under Article 4 of the said Convention to take proceedings in respect of offences committed within the territorial waters of Belize.

Cayman Islands

See Antigua.

Costa-Rica

(Traduction) Le Gouvernement de Costa-Rica ne reconnaît pas le caractère obligatoire des articles 1^o and 2^o de la présente Convention.

Croatia

Reservation made by Yugoslavia and now applicable to Croatia: "Sous réserve de ratifications ultérieure et acceptant la réserve prévue à l'article 4 de cette Convention. Conformément à l'article 4 de ladite Convention, le Gouvernement yougoslave se réserve le droit de poursuivre les infractions commises dans se propres eaux territoriales".

Dominica, Republic of

... Subject to the following reservations:

- (a) the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has, as respects that ship or any class of ship to which that ship belongs, assented to the institution of criminal and disciplinary proceedings before judicial or administrative authorities of Dominica;
- (b) the right under Article 4 of the said Convention to take proceedings in respect of offences committed within the territorial waters of Dominica.

Egypt

Au moment de la signature le Plénipotentiaire égyptien a déclaré formuler la réserve prévue à l'article 4, alinéa 2. Confirmation expresse de la réserve faite au moment de la signature.

Fiji

The Government of Fiji reserves the right not to observe the provisions of article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has as respect that ship or any class of ship to which that ship belongs consented to the institution of criminal or disciplinary proceedings before judicial or administrative authorities in Fiji.

The Government of Fiji reserves the right under article 4 of this Convention to take proceedings in respect of offences committed within the territorial water of Fiji.

France

Au nom du Gouvernement de la République Française je déclare formuler la réserve prévue à l'article 4, paragraphe 2, de la convention internationale pour l'unification de certaines règles relatives à la compétence pénale en matière d'abordage.

Germany, Federal Republic of

(Traduction) Sous réserve du prescrit de l'article 4, alinéa 2.

Grenada

Same reservations as the Republic of Dominica

Guyana

Same reservations as the Republic of Dominica

Italy

Le Gouvernement de la République d'Italie se réfère à l'article 4, paragraphe 2, et se réserve le droit de poursuivre les infractions commises dans ses propres eaux territoriales.

Khmere Republic

Le Gouvernement de la République Khmère, d'accord avec l'article 4 de ladite convention, se réservera le droit de poursuivre les infractions commises dans ses eaux territoriales.

Kiribati

Same reservations as the Republic of Dominica

Mauritius

Same reservations as the Republic of Dominica

Montserrat

See Antigua.

Netherlands

Conformément à l'article 4 de cette Convention, le Gouvernement du Royaume des Pays-Bas, se réserve le droit de poursuivre les infractions commises dans ses propres eaux territoriales.

Nigeria

The Government of the Federal Republic of Nigeria reserve the right not to implement the provisions of Article 1 of the Convention in any case where that Government has an agreement with any other State that is applicable to a particular collision or other incident of navigation and if such agreement is inconsistent with the provisions of the said Article 1. The Government of the Federal Republic of Nigeria reserves the right, in accordance with Article 4 of the Convention, to take proceedings in respect of offences committed within the territorial waters of the Federal Republic of Nigeria.

North Borneo

Same reservations as the Republic of Dominica

Portugal

Au nom du Gouvernement portugais, je déclare formuler la réserve prévue à l'article 4, paragraphe 2, de cette Convention.

Sarawak

Same reservations as the Republic of Dominica

St. Helena

See Antigua.

St. Kitts-Nevis

See Antigua.

*Compétence pénale 1952**Penal jurisdiction 1952*

St. Lucia*Same reservations as the Republic of Dominica***St. Vincent***See Antigua.***Seychelles***Same reservations as the Republic of Dominica***Solomon Isles***Same reservations as the Republic of Dominica***Spain**

La Délégation espagnole désire, d'accord avec l'article 4 de la Convention sur la compétence pénale en matière d'abordage, se réserver le droit au nom de son Gouvernement, de poursuivre les infractions commises dans ses eaux territoriales. Confirmation expresse de la réserve faite au moment de la signature.

Tonga*Same reservations as the Republic of Dominica***Tuvalu***Same reservations as the Republic of Dominica***United Kingdom**

1. - Her Majesty's Government in the United Kingdom reserves the right not to apply the provisions of Article 1 of this Convention in any case where there exists between Her Majesty's Government and the Government of any other State an agreement which is applicable to a particular collision or other incident of navigation and is inconsistent with that Article.

2. - Her Majesty's Government in the United Kingdom reserves the right under Article 4 of this Convention to take proceedings in respect of offences committed within the territorial waters of the United Kingdom.

...subject to the following reservations:

(1) The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ship to which that ship belongs consented to the institution of criminal and disciplinary proceedings before the judicial or administrative authorities of the United Kingdom.

(2) In accordance with the provisions of Article 4 of the said Convention, the Government of the United Kingdom of Great Britain and Northern Ireland reserve the right to take proceedings in respect of offences committed within the territorial waters of the United Kingdom.

(3) The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right in extending the said Convention to any of the territories for whose international relations they are responsible to make such extension subject to the reservation provided for in Article 4 of the said Convention...

Vietnam

Comme il est prévu à l'article 4 de la même convention, le Gouvernement vietnamien se réserve le droit de poursuivre les infractions commises dans la limite de ses eaux territoriales.

*Saisie des navires 1952**Arrest of ships 1952*

**Convention internationale pour
l'unification de certaines
règles sur la
Saisie conservatoire
des navires de mer**

Bruxelles, 10 mai 1952

Entrée en vigueur: 24 février 1956

**International convention for the
unification of certain rules
relating to
Arrest of sea-going ships**

Brussels, 10th May 1952

Entered into force: 24 February 1956

Algeria	(a)	18.VIII.1964
Antigua and Barbuda*	(a)	12.V.1965
Bahamas*	(a)	12.V.1965
Belgium	(r)	10.IV.1961
Belize*	(a)	21.IX.1965
Benin	(a)	23.IV.1958
Burkina Faso	(a)	23.IV.1958
Cameroon	(a)	23.IV.1958
Central African Republic	(a)	23.IV.1958
Comoros	(a)	23.IV.1958
Congo	(a)	23.IV.1958
Costa Rica*	(a)	13.VII.1955
Côte d'Ivoire	(a)	23.IV.1958
Croatia*	(r)	8.X.1991
Cuba*	(a)	21.XI.1983
Denmark	(r)	2.V.1989
Djibouti	(a)	23.IV.1958
Dominica, Republic of*	(a)	12.V.1965
Egypt*	(r)	24.VIII.1955
Fiji	(a)	29.III.1963
Finland	(r)	21.XII.1995
France	(r)	25.V.1957
Overseas Territories	(a)	23.IV.1958
Gabon	(a)	23.IV.1958
Germany*	(r)	6.X.1972
Greece	(r)	27.II.1967
Grenada*	(a)	12.V.1965
Guyana*	(a)	29.III.1963
Guinea	(a)	12.XII.1994
Haiti	(a)	4.XI.1954
Haute-Volta	(a)	23.IV.1958
Holy Seat	(r)	10.VIII.1956
Ireland*	(a)	17.X.1989
Italy*	(r)	9.XI.1979
Khmere Republic*	(a)	12.XI.1956
Kiribati*	(a)	21.IX.1965
Latvia	(a)	17.V.1993
Luxembourg	(a)	18.II.1991

*Saisie des navires 1952**Arrest of ships 1952*

Madagascar	(a)	23.IV.1958
Marocco	(a)	11.VII.1990
Mauritania	(a)	23.IV.1958
Mauritius*	(a)	29.III.1963
Netherlands*	(r)	20.I.1983
Niger	(a)	23.IV.1958
Nigeria*	(a)	7.XI.1963
North Borneo*	(a)	29.III.1963
Norway	(r)	1.XI.1994
Paraguay	(a)	22.XI.1967
Poland	(a)	16.VII.1976
Portugal	(r)	4.V.1957
Romania	(a)	28.XI.1995
St. Kitts and Nevis*	(a)	12.V.1965
St. Lucia*	(a)	12.V.1965
St. Vincent and the Grenadines*	(a)	12.V.1965
Sarawak*	(a)	28.VIII.1962
Senegal	(a)	23.IV.1958
Seychelles*	(a)	29.III.1963
Slovenia	(a)	13.X.1993
Solomon Islands*	(a)	21.IX.1965
Spain	(r)	8.XII.1953
Sudan	(a)	23.IV.1958
Sweden	(a)	30.IV.1993
Switzerland	(a)	28.V.1954
Syrian Arabic Republic	(a)	3.II.1972
Tchad	(a)	23.IV.1958
Togo	(a)	23.IV.1958
Tonga*	(a)	13.VI.1978
Turks Isles and Caicos*	(a)	21.IX.1965
Tuvalu*	(a)	21.IX.1965
United Kingdom of Great Britain* and Northern Ireland	(r)	18.III.1959
United Kingdom (Overseas Territories)*		
Gibraltar, Hong-Kong ⁽¹⁾	(a)	29.III.1963
British Virgin Islands	(a)	29.V.1963
Bermuda	(a)	30.V.1963
Anguilla, Caiman Islands, Montserrat, St. Helena	(a)	12.V.1965
Guernsey	(a)	8.XII.1966
Falkland Islands and dependencies	(a)	17.X.1969
Zaire	(a)	17.VII.1967

⁽¹⁾ With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Arrest Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

RESERVATIONS

Antigua

...Reserves the right not to apply the provisions of this Convention to warships or to vessels owned by or in the service of a State.

Bahamas

...With reservation of the right not to apply the provisions of this Convention to warships or to vessels owned by or in service of a State.

Belize

Same reservation as the Bahamas.

Costa Rica

(Traduction) Premièrement: le 1er paragraphe de l'article 3 ne pourra pas être invoqué pour saisir un navire auquel la créance ne se rapporte pas et qui n'appartient plus à la personne qui était propriétaire du navire auquel cette créance se rapporte, conformément au registre maritime du pays dont il bat pavillon et bien qu'il lui ait appartenu.

Deuxièmement: que Costa Rica ne reconnait pas le caractère obligatoire des alinéas a), b), c), d), e) et f) du paragraphe 1er de l'article 7, étant donné que conformément aux lois de la République les seuls tribunaux compétents quant au fond pour connaître des actions relatives aux créances maritimes, sont ceux du domicile du demandeur, sauf s'il s'agit des cas visés sub o), p) et q) à l'alinéa 1er de l'article 1, ou ceux de l'Etat dont le navire bat pavillon.

Le Gouvernement de Costa Rica, en ratifiant ladite Convention, se réserve le droit d'appliquer la législation en matière de commerce et de travail relative à la saisie des navires étrangers qui arrivent dans ses ports.

Côte d'Ivoire

Confirmation d'adhésion de la Côte d'Ivoire. Au nom du Gouvernement de la République de Côte d'Ivoire, nous, Ministre des Affaires Etrangères, confirmons que par Succession d'Etat, la République de Côte d'Ivoire est devenue, à la date de son accession à la souveraineté internationale, le 7 août 1960, partie à la Convention internationale pour l'unification de certaines règles sur la saisie conservatoire des navires de mer, signée à Bruxelles le 10 mai 1952, qu'elle l'a été de façon continue depuis lors et que cette Convention est aujourd'hui, toujours en vigueur à l'égard de la Côte d'Ivoire.

Croatia

Reservation made by Yugoslavia and now applicable to Croatia: "...en réservant conformément à l'article 10 de ladite Convention, le droit de ne pas appliquer ces dispositions à la saisie d'un navire pratiquée en raison d'une créance maritime visée au point o) de l'article premier et d'appliquer à cette saisie la loi nationale".

Cuba

(Traduction) L'instrument d'adhésion contient les réserves prévues à l'article 10 de la Convention celles de ne pas appliquer les dispositions de la Convention aux navires de guerre et aux navires d'Etat ou au service d'un Etat, ainsi qu'une déclaration relative à l'article 18 de la Convention.

Dominica, Republic of

Same reservation as Antigua

*Saisie des navires 1952**Arrest of ships 1952*

Egypt

Au moment de la signature le Plénipotentiaire égyptien a déclaré formuler les réserves prévues à l'article 10.

Confirmation expresse des réserves faites au moment de la signature.

Germany, Federal Republic of

(Traduction) ...sous réserve du prescrit de l'article 10, alinéas a et b.

Grenada

Same reservation as Antigua.

Guyana

Same reservation as the Bahamas.

Ireland

Ireland reserves the right not to apply the provisions of the Convention to warships or to ships owned by or in service of a State.

Italy

Le Gouvernement de la République d'Italie se réfère à l'article 10, par. (a) et (b), et se réserve:

- (a) le droit de ne pas appliquer les dispositions de la présente Convention à la saisie d'un navire pratiquée en raison d'une des créances maritimes visées aux o) et p) de l'article premier et d'appliquer à cette saisie sa loi nationale;
- (b) le droit de ne pas appliquer les dispositions du premier paragraphe de l'article 3 à la saisie pratiquée sur son territoire en raison des créances prévues à l'alinéa q) de l'article 1.

Khmere Republic

Le Gouvernement de la République Khmère en adhérant à cette convention formule les réserves prévues à l'article 10.

Kiribati

Same reservation as the Bahamas.

Mauritius

Same reservation as Antigua.

Netherlands

Réserves formulées conformément à l'article 10, paragraphes (a) et (b):

- les dispositions de la Convention précitée ne sont pas appliquées à la saisie d'un navire pratiquée en raison d'une des créances maritimes visées aux alinéas o) et p) de l'article 1, saisie à laquelle s'applique le loi néerlandaise; et
- les dispositions du premier paragraphe de l'article 3 ne sont pas appliquées à la saisie pratiquée sur le territoire du Royaume des Pays-Bas en raison des créances prévues à l'alinéa q) de l'article 1.

Cette ratification est valable depuis le 1er janvier 1986 pour le Royaume des Pays-Bas, les Antilles néerlandaises et Aruba.

Nigeria

Same reservation as Antigua.

North Borneo

Same reservation as Antigua.

St. Kitts and Nevis

Same reservation as Antigua.

St. Lucia

Same reservation as Antigua.

St. Vincent and the Grenadines

Same reservation as Antigua.

Sarawak

Same reservation as Antigua.

Seychelles

Same reservation as the Bahamas.

Solomon Islands

Same reservation as the Bahamas.

Tonga

Same reservation as Antigua.

Turk Isles and Caicos

Same reservation as the Bahamas.

Tuvalu

Same reservation as the Bahamas.

United Kingdom of Great Britain and Northern Ireland

... Subject to the following reservations:

1. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right not to apply the provisions of the said Convention to warships or to vessels owned by or in the service of a State.
2. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right in extending the said Convention to any of the territories for whose international relations they are responsible to make such extension subject to the reservations provided for in Article 10 of the said Convention.

United Kingdom (Overseas Territories)

Anguilla, Bermuda, British Virgin Islands, Caiman Islands, Falkland Islands and Dependencies, Gibraltar, Guernsey, Hong Kong, Montserrat, St. Helena, Turks Isles and Caicos

... Subject to the following reservations:

1. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right not to apply the provisions of the said Convention to warships or to vessels owned by or in the service of a State.
2. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right in extending the said Convention to any of the territories for whose international relations they are responsible to make such extension subject to the reservations provided for in Article 10 of the said Convention.

*Limitation de responsabilité 1957**Limitation of liability 1957*

**Convention internationale
sur la
Limitation
de la responsabilité
des propriétaires
de navires de mer
et protocole de signature**

Bruxelles, le 10 octobre 1957
Entrée en vigueur: 31 mai 1968

**International convention
relating to the
Limitation
of the liability
of owners
of sea-going ships
and protocol of signature**

Brussels, 10th October 1957
Entered into force: 31 May 1968

Algeria	(a)	18.VIII.1964
Australia (<i>denunciation</i> – 30.V.1990)	(r)	30.VII.1975
Bahamas*	(a)	21.VIII.1964
Barbados*	(a)	4.VIII.1965
Belgium (<i>denunciation</i> – 1.IX.1989)	(r)	31.VII.1975
Belize	(r)	31.VII.1975
Denmark* (<i>denunciation</i> – 1.IV.1984)	(r)	1.III.1965
Dominica, Republic of*	(a)	4.VIII.1965
Egypt (Arab Republic of) (<i>denunciation</i> – 8.V.1985)		
Fiji*	(a)	21.VIII.1964
Finland (<i>denunciation</i> – 1.IV.1984)	(r)	19.VIII.1964
France (<i>denunciation</i> – 15.VII.1987)	(r)	7.VII.1959
Germany (<i>denunciation</i> – 1.IX.1986)	(r)	6.X.1972
Ghana*	(a)	26.VII.1961
Grenada*	(a)	4.VIII.1965
Guyana*	(a)	25.III.1966
Iceland*	(a)	16.X.1968
India*	(r)	1.VI.1971
Iran*	(r)	26.IV.1966
Israel*	(r)	30.XI.1967
Japan (<i>denunciation</i> – 19.V.1983)	(r)	1.III.1976
Kiribati*	(a)	21.VIII.1964
Lebanon	(a)	23.XII.1994
Madagascar	(a)	13.VII.1965
Mauritius*	(a)	21.VIII.1964
Monaco*	(a)	24.I.1977

*Limitation de responsabilité 1957**Limitation of liability 1957*

Netherlands	(r)	10.XII.1965
<i>(denunciation – 1.IX.1989)</i>		
Aruba*	(r)	1.I.1986
Norway	(r)	1.III.1965
<i>(denunciation – 1.IV.1984)</i>		
Papua New Guinea*	(a)	14.III.1980
Poland	(r)	1.XII.1972
Portugal*	(r)	8.IV.1968
St. Lucia*	(a)	4.VIII.1965
St. Vincent and the Grenadines	(a)	4.VIII.1965
Seychelles*	(a)	21.VIII.1964
Singapore*	(a)	17.IV.1963
Solomon Islands*	(a)	21.VIII.1964
Spain*	(r)	16.VII.1959
Sweden	(r)	4.VI.1964
<i>(denunciation – 1.IV.1984)</i>		
Switzerland	(r)	21.I.1966
Syrian Arab Republic	(a)	10.VII.1972
Tonga*	(a)	13.VI.1978
Tuvalu*	(a)	21.VIII.1964
United Arab Republic*	(a)	7.IX.1965
United Kingdom*	(r)	18.II.1959
Isle of Man	(a)	18.XI.1960
Bermuda, British Antarctic Territories, Falkland and Dependencies, Gibraltar, Hong Kong, British Virgin Islands	(a)	21.VIII.1964
Guernsey and Jersey	(a)	21.X.1964
Caiman Islands, Montserrat, Caicos and Turks Isles*	(a)	4.VIII.1965
Vanuatu	(a)	8.XII.1966
Zaire	(a)	17.VII.1967

RESERVATIONS**Bahamas**

...Subject to the same reservations as those made by the United Kingdom on ratification namely the reservations set out in sub-paragraphs (a) and (b) of paragraph (2) of the Protocol of Signature.

Barbados

Same reservation as Bahamas

Denmark

Le Gouvernement du Danemark se réserve le droit:

- 1) de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge;
- 2) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

Dominica, Republic of

Same reservation as Bahamas

Egypt Arab Republic

Reserves the right:

- 1) to exclude the application of Article 1, paragraph (1)(c);
- 2) to regulate by specific provisions of national law the system of limitation to be applied to ships of less than 300 tons;
- 3) on 8 May, 1984 the Egyptian Arab Republic has verbally notified the denunciation in respect of this Convention. This denunciation will become operative on 8 May, 1985.

Fiji

Le 22 août 1972 a été reçue au Ministère des Affaires étrangères, du Commerce extérieur et de la Coopération au Développement une lettre de Monsieur K.K.T. Mara, Premier Ministre et Ministre des Affaires étrangères de Fidji, notifiant qu'en ce qui concerne cette Convention, le Gouvernement de Fidji reprend, à partir de la date de l'indépendance de Fidji, c'est-à-dire le 10 octobre 1970, les droits et obligations souscrits antérieurement par le Royaume-Uni, avec les réserves figurant ci-dessous.

1) In accordance with the provisions of subparagraph (a) of paragraph (2) of the said Protocol of signature, the Government of the United Kingdom of Great Britain and Northern Ireland exclude paragraph (1)(c) of Article 1 from their application of the said Convention.

2) In accordance with the provisions of subparagraph (b) of paragraph (2) of the said Protocol of signature, the Government of the United Kingdom of Great Britain and Northern Ireland will regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.

Furthermore in accordance with the provisions of subparagraph (c) of paragraph (2) of the said Protocol of signature, the Government of Fiji declare that the said Convention as such has not been made part in Fiji law, but that the appropriate provisions to give effect thereto have been introduced in Fiji law.

Ghana

The Government of Ghana in acceding to the Convention reserves the right:

- 1) To exclude the application of Article 1, paragraph (1)(c);
- 2) To regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons;
- 3) to give effect to this Convention either by giving it the force of law or by including in national legislation, in a form appropriate to that legislation, the provisions of this Convention.

Grenada

Same reservation as Bahamas

Guyana

Same reservation as Bahamas

Iceland

The Government of Iceland reserves the right:

- 1) to regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons;
- 2) to give effect to this Convention either by giving it the force of law or by including in national legislation, in a form appropriate to that legislation, the provisions of this Convention.

India

Reserve the right:

- 1) To exclude the application of Article 1, paragraph (1)(c);
- 2) To regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons;
- 3) to give effect to this Convention either by giving it the force of law or by including

in national legislation, in a form appropriate to that legislation, the provisions of this Convention.

Iran

Le Gouvernement de l'Iran se réserve le droit:

- 1) d'exclure l'application de l'article 1, paragraphe (1)(c);
- 2) de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge;
- 3) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

Israel

The Government of Israel reserves to themselves the right to:

- 1) exclude from the scope of the Convention the obligations and liabilities stipulated in Article 1(1)(c);
- 2) regulate by provisions of domestic legislation the limitation of liability in respect of ships of less than 300 tons of tonnage;

The Government of Israel reserves to themselves the right to give effect to this Convention either by giving it the force of law or by including in its national legislation, in a form appropriate to that legislation, the provisions of this Convention.

Kiribati

Same reservation as Bahamas

Mauritius

Same reservation as Bahamas

Monaco

En déposant son instrument d'adhésion, Monaco fait les réserves prévues au paragraphe 2° du Protocole de signature.

Netherlands-Aruba

La Convention qui était, en ce qui concerne le Royaume de Pays-Bas, uniquement applicable au Royaume en Europe, a été étendue à Aruba à partir du 16.XII.1986 avec effet rétroactif à compter du 1er janvier 1986.

La dénonciation de la Convention par les Pays-Bas au 1er septembre 1989, n'est pas valable pour Aruba.

Note: Le Gouvernement des Pays-Bas avait fait les réservations suivantes:

Le Gouvernement des Pays-Bas se réserve le droit:

- 1) d'exclure l'application de l'article 1, paragraphe (1)(c);
- 2) de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge;
- 3) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

... Conformément au paragraphe (2)(c) du Protocole de signature Nous nous réservons de donner effet à la présente Convention en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

Papua New Guinea

- (a) The Government of Papua New Guinea excludes paragraph (1)(c) of Article 1.
- (b) The Government of Papua New Guinea will regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.
- (c) The Government of Papua New Guinea shall give effect to the said Convention by including the provisions of the said Convention in the National Legislation of Papua New Guinea.

*Limitation de responsabilité 1957**Limitation of liability 1957***Portugal**

(Traduction) ...avec les réserves prévues aux alinéas a), b) et c) du paragraphe deux du Protocole de signature...

St. Lucia

Same reservation as Bahamas

Seychelles

Same reservation as Bahamas

Singapore

Le 13 septembre 1977 à été reçue une note verbale datée du 6 septembre 1977, émanant du Ministère des Affaires étrangères de Singapour, par laquelle le Gouvernement de Singapour confirme qu'il se considère lié par la Convention depuis le 31 mai 1968, avec les réserves suivantes:

...Subject to the following reservations:

- a) the right to exclude the application of Article 1, paragraph (1)(c); and
- b) to regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons. The Government of the Republic of Singapore declares under sub-paragraph (c) of paragraph (2) of the Protocol of signature that provisions of law have been introduced in the Republic of Singapore to give effect to the Convention, although the Convention as such has not been made part of Singapore law.

Solomon Islands

Same reservation as Bahamas

Spain

Le Gouvernement espagnol se réserve le droit:

- 1) d'exclure du champ d'application de la Convention les obligations et les responsabilités prévues par l'article 1, paragraphe (1)(c);
- 2) de régler par les dispositions particulières de sa loi nationale le système de limitation de responsabilité applicable aux propriétaires de navires de moins de 300 tonneaux de jauge;
- 3) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

Tonga

Reservations:

- 1) In accordance with the provisions of subparagraph (a) of paragraph (2) of the Protocol of signature, the Government of the Kingdom of Tonga exclude paragraph (1)(c) of Article 1 from their application of the said Convention.
- 2) In accordance with the provisions of subparagraph (b) of paragraph (2) of the Protocol of signature, the Government of the Kingdom of Tonga will regulate by specific provisions of national law the system of liability to be applied to ships of less than 300 tons.

Tuvalu

Same reservation as Bahamas

United Kingdom of Great Britain and Northern Ireland

Subject to the following observations:

- 1) In accordance with the provisions of subparagraph (a) of paragraph (2) of the said Protocol of Signature, the Government of the United Kingdom of Great Britain and Northern Ireland exclude paragraph (1)(c) of Article 1 from their application of the said Convention.
- 2) In accordance with the provisions of subparagraph (b) of paragraph (2) of the said Protocol of Signature, the Government of the United Kingdom of Great Britain and

Northern Ireland will regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.

3) The Government of the United Kingdom of Great Britain and Northern Ireland also reserve the right, in extending the said Convention to any of the territories for whose international relations they are responsible, to make such extension subject to any or all of the reservations set out in paragraph (2) of the said Protocol of Signature. Furthermore, in accordance with the provisions of subparagraph (c) of paragraph (2) of the said Protocol of Signature, the Government of the United Kingdom of Great Britain and Northern Ireland declare that the said Convention as such has not been made part of the United Kingdom law, but that the appropriate provisions to give effect thereto have been introduced in United Kingdom law.

United Kingdom Overseas Territories

Anguilla, Bermuda, British Antarctic Territories, British Virgin Islands, Cayman Islands, Caicos and Turks Isles, Falkland and Dependencies, Gibraltar, Guernsey and Jersey, Hong Kong, Isle of Man, Montserrat

... Subject to the same reservations as those made by the United Kingdom on ratification namely the reservations set out in sub-paragraphs (a) and (b) of paragraph (2) of the Protocol of Signature.

Protocole portant modification de la convention internationale sur la Limitation de la responsabilité des propriétaires de navires de mer du 10 octobre 1957

Bruxelles le 21 décembre 1979
Entré en vigueur: 6 octobre 1984

Protocol to amend the international convention relating to the Limitation of the liability of owners of sea-going ships of 10 October 1957

Brussels, 21st December 1979
Entered into force: 6 October 1984

Australia	(r)	30.XI.1983
Belgium	(r)	7.IX.1983
Luxembourg	(a)	18.II.1991
Poland	(r)	6.VII.1984
Portugal	(r)	30.IV.1982
Spain	(r)	14.V.1982
Switzerland	(r)	20.I.1988
United Kingdom of Great Britain and Northern Ireland	(r)	2.III.1982
<i>(denunciation – 1.XII.1985)</i>		
<i>Isle of Man, Bermuda, Falkland and Dependencies, Gibraltar, Hong-Kong, British Virgin Islands, Guernsey and Jersey, Cayman Islands, Montserrat, Caicos and Turks Isles</i>		
<i>(denunciation – 1.XII.1985)</i>		

*Stowaways 1957**Carriage of passengers 1961***Convention internationale sur les Passagers Clandestins**

Bruxelles, 10 octobre 1957

Pas encore en vigueur

Belgium
Denmark
Finland
Italy
Luxembourg
Madagascar
Morocco
Norway
Peru
Sweden

International convention relating to Stowaways

Brussels, 10th October 1957

Not yet in force

(r) 31.VII.1975
(r) 16.XII.1963
(r) 2.II.1966
(r) 24.V.1963
(a) 18.II.1991
(a) 13.VII.1965
(a) 22.I.1959
(r) 24.V.1962
(r) 23.XI.1961
(r) 27.VI.1962

Convention internationale pour l'unification de certaines règles en matière de**Transport de passagers par mer et protocole**

Bruxelles, 29 avril 1961

Entrée en vigueur: 4 juin 1965

International convention for the unification of certain rules relating to**Carriage of passengers by sea and protocol**

Brussels, 29th April 1961

Entered into force: 4 June 1965

Algeria
Cuba*
France
(denunciation – 3.XII.1975)
Haïti
Iran
Madagascar
Morocco*
Peru
Switzerland
Tunisia
United Arab Republic*
Zaire

(a) 2.VII.1973
(a) 7.I.1963
(r) 4.III.1965
(a) 19.IV.1989
(a) 26.IV.1966
(a) 13.VII.1965
(r) 15.VII.1965
(a) 29.X.1964
(r) 21.I.1966
(a) 18.VII.1974
(r) 15.V.1964
(a) 17.VII.1967

RESERVATIONS**Cuba***(Traduction)* ...Avec les réserves suivantes:

- 1) De ne pas appliquer la Convention aux transports qui, d'après sa loi nationale, ne sont pas considérés comme transports internationaux.
- 2) De ne pas appliquer la Convention, lorsque le passager et le transporteur sont tous deux ressortissants de cette Partie Contractante.

3) De donner effet à cette Convention, soit en lui donnant force de loi, soit en incluant dans sa législation nationale les dispositions de cette Convention sous une forme appropriée à cette législation.

Morocco

...Sont et demeurent exclus du champ d'application de cette convention:

1) les transports de passagers effectués sur les navires armés au cabotage ou au bornage, au sens donné à ces expressions par l'article 52 de l'annexe I du dahir du 28 Joumada II 1337 (31 mars 1919) formant code de commerce maritime, tel qu'il a été modifié par le dahir du 29 Chaabane 1380 (15 février 1961).

2) les transports internationaux de passagers lorsque le passager et le transporteur sont tous deux de nationalité marocaine.

Les transports de passagers visés...ci-dessus demeurent régis en ce qui concerne la limitation de responsabilité, par les disposition de l'article 126 de l'annexe I du dahir du 28 Joumada II 1337 (31 mars 1919) formant code de commerce maritime, tel qu'il a été modifié par la dahir du 16 Joumada II 1367 (26 avril 1948).

United Arab Republic

Sous les réserves prévues aux paragraphes (1), (2) et (3) du Protocole.

Convention internationale relative à la responsabilité des exploitants de Navires nucléaires et protocole additionnel

Bruxelles, 25 mai 1962
Pas encore en vigueur

International convention relating to the liability of operators of Nuclear ships and additional protocol

Brussels, 25th May 1962
Not yet in force

Lebanon

(r) 3.VI.1975

Madagascar

(a) 13.VII.1965

Netherlands*

(r) 20.III.1974

Portugal

(r) 31.VII.1968

Suriname

(r) 20.III.1974

Syrian Arab Republic

(a) 1.VIII.1974

Zaire

(a) 17.VII.1967

RESERVATIONS

Netherlands

Par note verbale datée du 29 mars 1976, reçue le 5 avril 1976, par le Gouvernement belge, l'Ambassade des Pays-Bas à Bruxelles a fait savoir:

Le Gouvernement du Royaume des Pays-Bas tient à déclarer, en ce qui concerne les dispositions du Protocole additionnel faisant partie de la Convention, qu'au moment de son entrée en vigueur pour le Royaume des Pays-Bas, ladite Convention y devient impérative, en ce sens que les prescriptions légales en vigueur dans le Royaume n'y seront pas appliquées si cette application est inconciliable avec les dispositions de la Convention.

*Carriage of passengers' luggage 1967**Vessels under construction 1967*

**Convention internationale
pour l'unification de certaines
règles en matière de
Transport de bagages
de passagers par mer**

**International Convention
for the unification of
certain rules relating to
Carriage of passengers'
luggage by sea**

Bruxelles, 27 mai 1967
Pas en vigueur

Brussels, 27th May 1967
Not in force

Algeria
Cuba*

(a) 2.VII.1973
(a) 15.II.1972

RESERVATIONS

Cuba

(Traduction) Le Gouvernement révolutionnaire de la République de Cuba, Partie Contractante, formule les réserves formelles suivantes:

- 1) de ne pas appliquer cette Convention lorsque le passager et le transporteur sont tous deux ressortissants de cette Partie Contractante.
- 3) en donnant effet à cette Convention, la Partie Contractante pourra, en ce qui concerne les contrats de transport établis à l'intérieur de ses frontières territoriales pour un voyage dont le port d'embarquement se trouve dans lesdites limites territoriales, prévoir dans sa législation nationale la forme et les dimensions des avis contenant les dispositions de cette Convention et devant figurer dans le contrat de transport. De même, le Gouvernement révolutionnaire de la République de Cuba déclare, selon le prescrit de l'article 18 de cette Convention, que la République de Cuba ne se considère pas liée par l'article 17 de ladite Convention.

**Convention internationale relative à
l'inscription des droits relatifs aux**

**International Convention relating
to the registration of rights
in respect of**

Navires en construction

Vessels under construction

Bruxelles, 27 mai 1967
Pas encore en vigueur

Brussels, 27th May 1967
Not yet in force

Croatia
Greece
Norway
Sweden
Syrian Arab Republic

(r) 3.V.1971
(r) 12.VII.1974
(r) 13.V.1975
(r) 13.XI.1975
(a) 1.XIII.1974

**Convention internationale
pour l'unification de
certaines règles relatives aux
Privilèges et hypothèques
maritimes**

Bruxelles, 27 mai 1967
Pas encore en vigueur

**International Convention
for the unification of
certain rules relating to
Maritime liens and
mortgages**

Brussels, 27th May 1967
Not yet in force

Denmark*	(r)	23.VIII.1977
Morocco*	(a)	12.II.1987
Norway*	(r)	13.V.1975
Sweden*	(r)	13.XI.1975
Syrian Arab Republic	(a)	1.VIII.1974

RESERVATIONS

Denmark

L'instrument de ratification du Danemark est accompagné d'une déclaration dans laquelle il est précisé qu'en ce qui concerne les Iles Féroé les mesures d'application n'ont pas encore été fixées.

Morocco

L'instrument d'adhésion est accompagné de la réserve suivante: Le Royaume du Maroc adhère à la Convention Internationale pour l'unification de certaines règles relatives aux privilèges et hypothèques maritimes faite à Bruxelles le 27 mai 1967, sous réserve de la non-application de l'article 15 de la dite Convention.

Norway

Conformément à l'article 14 le Gouvernement du Royaume de Norvège fait les réserves suivantes:

- 1) mettre la présente Convention en vigueur en incluant les dispositions de la présente Convention dans la législation nationale suivant une forme appropriée à cette législation;
- 2) faire application de la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, signée à Bruxelles le 10 octobre 1957.

Sweden

Conformément à l'article 14 la Suède fait les réserves suivantes:

- 1) de mettre la présente Convention en vigueur en incluant les dispositions de la Convention dans la législation nationale suivant une forme appropriée à cette législation;
- 2) de faire application de la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, signée à Bruxelles le 10 octobre 1957.

STATUS OF THE RATIFICATIONS OF AND ACCESSIONS TO THE IMO CONVENTIONS IN THE FIELD OF PRIVATE MARITIME LAW

r	=	ratification
a	=	accession
A	=	acceptance
AA	=	approval
S	=	definitive signature
s	=	signature by confirmatiON

Editor's notes

1. This Status is based on advices from the International Maritime Organisation and reflects the situation as at 31st December, 1998.
2. The dates mentioned are the dates of the deposit of instruments.
3. The asterisk after the name of a State Party indicates that that State has made declarations, reservations or statements the text of which is published after the relevant status of ratifications and accessions.

ETAT DES RATIFICATIONS ET ADHESIONS AUX CONVENTIONS DE L'OMI EN MATIERE DE DROIT MARITIME PRIVE

Notes de l'éditeur

1. Cet état est basé sur des informations recues de l'Organisation Maritime Internationale et reflète la situation au 31 décembre 1998.
2. Les dates mentionnées sont les dates du dépôt des instruments.
3. L'asterisque qui suit le nom d'un Etat indique que cet Etat a fait une déclaration, une reserve ou une communication dont le texte est publié à la fin de chaque état de ratifications et adhesions.

CLC 1969

**International Convention on
Civil liability
for oil pollution damage**
(CLC 1969)

Done at Brussels, 29 November 1969

Entered into force: 19 June 1975

**Convention Internationale sur la
Responsabilité civile pour
les dommages dus à la
pollution par les hydrocarbures
(CLC 1969)**

Signée a Bruxelles, le 29 novembre 1969

Entrée en vigueur: 19 juin 1975

Albania	(a)	6.IV.1994
Antigua and Barbuda	(a)	21.XI.1977
Algeria (denunciation 3.VIII.1999**)	(a)	14.VI.1974
Antigua and Barbuda	(a)	21.IX.1997
Australia* (denunciation 15.V.1988**)	(r)	7.XI.1983
Bahamas (denunciation 15.V.1988**)	(a)	22.VII.1976
Bahrain (denunciation 15.V.1988**)	(a)	3.V.1996
Barbados (denunciation 7.VII.1999**)	(a)	6.V.1994
Belgium* (denunciation 6.X.1999**)	(r)	12.I.1977
Belize (denunciation 27.XI.1999**)	(a)	2.IV.1991
Benin	(a)	1.XI.1985
Brazil	(r)	17.XII.1976
Brunei Darussalam	(a)	29.IX.1992
Cambodia	(a)	28.XI.1994
Cameroon	(r)	14.V.1984
Canada (denunciation 29.V.1999**)	(a)	24.I.1989
Chile	(a)	2.VIII.1977
China*	(a)	30.I.1980
Colombia	(a)	26.III.1990
Costa Rica	(a)	8.III.1998
Côte d'Ivoire	(r)	21.VI.1973
Croatia (denunciation 30.VII.1999**)	(r)	8.X.1991
Cyprus (denunciation 15.V.1988**)	(a)	19.VI.1989

** Effective date

CLC 1969

Denmark	(a)	2.IV.1975
<i>(denunciation 15.V.1988**)</i>		
Djibouti	(a)	1.III.1990
Dominican Republic	(r)	2.IV.1975
Ecuador	(a)	23.XII.1976
Egypt	(a)	3.II.1989
Equatorial Guinea	(a)	24.IV.1996
Estonia	(a)	1.XII.1992
Fiji	(a)	15.VIII.1972
Finland	(r)	10.X.1980
<i>(denunciation 15.V.1988**)</i>		
France	(r)	17.III.1975
<i>(denunciation 15.V.1988**)</i>		
Gabon	(a)	21.I.1982
Gambia	(a)	1.XI.1991
Georgia	(a)	19.IV.1994
Germany*	(r)	20.V.1975
<i>(denunciation 15.V.1988**)</i>		
Ghana	(r)	20.IV.1978
Greece	(a)	29.VI.1976
<i>(denunciation 15.V.1988**)</i>		
Guatemala*	(a)	20.X.1982
Guyana	(a)	10.XII.1997
Honduras	(a)	2.XII.1998
Iceland	(r)	17.VII.1980
India	(a)	1.V.1987
Indonesia	(r)	1.IX.1978
Ireland	(r)	19.XI.1992
<i>(denunciation 15.V.1988**)</i>		
Italy*	(r)	27.II.1979
Japan	(a)	3.VI.1976
<i>(denunciation 15.V.1988**)</i>		
Kazakhstan	(a)	7.III.1994
Kenya	(a)	15.XII.1992
Korea (Rep.of)	(a)	18.XII.1978
<i>(denunciation 15.V.1988**)</i>		
Kuwait	(a)	2.IV.1981
Latvia	(a)	10.VII.1992
Lebanon	(a)	9.IV.1974
Liberia	(a)	25.IX.1972
<i>(denunciation 15.V.1988**)</i>		
Luxembourg	(a)	14.II.1991

** Effective date

CLC 1969

Malaysia	(a)	6.I.1995
Maldives	(a)	16.III.1981
Malta	(a)	27.IX.1991
Marshall Islands	(a)	24.I.1994
<i>(denunciation 15.V.1988**)</i>		
Mauritania	(a)	17.XI.1995
Mauritius	(a)	6.IV.1995
Mexico	(a)	13.V.1994
<i>(denunciation 15.V.1988**)</i>		
Monaco	(r)	21.VIII.1975
<i>(denunciation 15.V.1988**)</i>		
Morocco	(a)	11.IV.1974
Mozambique	(a)	11.IV.1974
Netherlands	(r)	9.IX.1975
<i>(denunciation 15.V.1988**)</i>		
New Zealand	(a)	27.IV.1976
<i>(denunciation 25.VI.1999**)</i>		
Nicaragua	(a)	4.VI.1996
Nigeria	(a)	7.V.1981
Norway	(a)	21.III.1975
<i>(denunciation 15.V.1988**)</i>		
Oman	(a)	24.I.1985
<i>(denunciation 15.V.1988**)</i>		
Panama	(r)	7.I.1976
Papua New Guinea	(a)	12.III.1980
Peru*	(a)	24.II.1987
Poland	(r)	18.III.1976
Portugal	(r)	26.XI.1976
Qatar	(a)	2.VI.1988
Russian Federation*	(a)	24.VI.1975
Saint Kitts and Nevis*	(a)	14.IX.1994
St.-Vincent and the Grenadines	(a)	19.VI.1989
Sao Tome and Principe	(a)	29.X.1998
Saudi Arabia*	(a)	15.IV.1993
Senegal	(a)	27.III.1972
Seychelles	(a)	12.IV.1988
Sierra Leone	(a)	13.VIII.1993
Singapore	(a)	16.IX.1981
<i>(denunciation 31.XII.1988**)</i>		
Slovenia (succession)	(a)	25.VI.1991
South Africa	(a)	17.III.1976
Spain	(r)	8.XII.1975
<i>(denunciation 15.V.1988**)</i>		

** Effective date

CLC 1969

Sri Lanka	(a)	12.IV.1983
Sweden	(r)	17.III.1975
<i>(denunciation 15.V.1988**)</i>		
Switzerland	(r)	15.XII.1987
<i>(denunciation 15.V.1988**)</i>		
Syrian Arab Republic*	(a)	6.II.1975
Tonga	(a)	1.II.1996
Tunisia	(a)	4.V.1976
<i>(denunciation 15.V.1988**)</i>		
Tuvalu (succession)	(a)	1.X.1978
United Arab Emirates	(a)	15.XII.1983
United Kingdom	(r)	17.III.1975
<i>(denunciation⁽¹⁾ 15.V.1988**)</i>		
Vanuatu	(a)	2.II.1983
Venezuela	(a)	21.I.1992
<i>(denunciation 22.VII.1999**)</i>		
Yemen	(a)	6.III.1979
Yugoslavia	(r)	18.VI.1976

The Convention applies provisionally to the following States:

Kiribati
Solomon Islands

** Effective date

(1) The instrument of denunciation of the United Kingdom contained the following declaration:

"In accordance with the provisions of article 31 of the 1992 Protocol to the 1971 Convention, of article VII of the 1976 Protocol to that Convention, and of article VI of the 1976 Protocol to the 1969 Convention, I hereby give notice that the Government of the United Kingdom of Great Britain and Northern Ireland denounces, with effect from 15 May 1998, the 1969 Convention and the 1976 Protocol thereto, and the 1971 Convention and the 1976 Protocol thereto, in respect of the United Kingdom of Great Britain and Northern Ireland and:

The Bailiwick of Jersey

The Isle of Man

Falkland Islands¹

Montserrat

South Georgia and South Sandwich Islands

being Territories for whose international relations the United Kingdom is responsible and for which the said Conventions and their related Protocols are in force at the present time".

The United Kingdom declared ratification to be effective also in respect of:

Anguilla	8.V.1984
Bailiwick of Jersey and Guernsey, Isle of Man	1.III.1976
Bermuda	1.III.1976
Belize⁽¹⁾	1.IV.1976
British Indian Ocean Territory	1.IV.1976
British Virgin Islands	1.IV.1976
Cayman Islands	1.IV.1976
Falkland Islands and Dependencies⁽²⁾	1.IV.1976
Gibraltar	1.IV.1976
Gilbert Islands⁽³⁾	1.IV.1976
Hong-Kong⁽⁴⁾	1.IV.1976
Montserrat	1.IV.1976
Pitcairn	1.IV.1976
St. Helena and Dependencies	1.IV.1976
Seychelles⁽⁵⁾	1.IV.1976
Solomon Islands⁽⁶⁾	1.IV.1976
Turks and Caicos Islands	1.IV.1976
Tuvalu	1.IV.1976
United Kingdom Sovereign Base	1.IV.1976
Areas of Akrotiri and Dhekelia	1.IV.1976
in the Island of Cyprus	1.IV.1976

⁽¹⁾ Has since become an independent State and Contracting State to the Convention.

⁽²⁾ The depositary received a communication dated 16 August 1976 from the Embassy of the Argentine Republic in London. The communication, the full text of which was circulated by the depositary, includes the following:

"The extension of the convention to the Islas Malvinas, Georgias del Sur and Sandwich del Sur notified by the Government of the United Kingdom of Great Britain and Northern Ireland to the Secretary-General, on 1 April 1976 ... under the erroneous denomination of "Falkland Islands and Dependencies" - [does] not in any way affect the rights of the Argentine Republic over those islands which are part of its territory and come under the administrative jurisdiction of the Territorio Nacional de Tierra del Fuego, Antártida e Islas del Atlántico Sur.

The afore-mentioned islands were occupied by force by a foreign power. The situation has been considered by the United Nations Assembly which adopted resolutions 2065(XX) and 3160(XXVIII). In both resolutions the existence of a dispute regarding the sovereignty over the archipelago was confirmed and the Argentine Republic and the occupying power were urged to negotiate with a view to finding a definitive solution to the dispute."

The depositary received the following communication dated 20 September 1976 from the Government of the United Kingdom.

"...With reference to the statement of the Embassy of the Argentine Republic ... Her Majesty's Government is bound to state that they have no doubts as to United Kingdom sovereignty over the Falkland Islands and the Falkland Islands Dependencies.

⁽³⁾ Has since become the independent State of Kiribati to which the Convention applies provisionally.

⁽⁴⁾ Cashed to apply to Hong Kong with effect from 1 July 1997.

⁽⁵⁾ Has since become the independent State of Seychelles.

⁽⁶⁾ Has since become an independent State to which the Convention applies provisionally.

DECLARATIONS, RESERVATIONS AND STATEMENTS

Australia

The instrument of ratification of the Commonwealth of Australia was accompanied by the following declarations:

"Australia has taken note of the reservation made by the Union of Soviet Socialist Republics on its accession on 24 June 1975 to the Convention, concerning article XI(2) of the Convention. Australia wishes to advise that it is unable to accept the reservation. Australia considers that international law does not grant a State the right to immunity from the jurisdiction of the courts of another State in proceedings concerning civil liability in respect of a State-owned ship used for commercial purposes. It is also Australia's understanding that the above-mentioned reservation is not intended to have the effect that the Union of Soviet Socialist Republics may claim judicial immunity of a foreign State with respect to ships owned by it, used for commercial purposes and operated by a company which in the Union of Soviet Socialist Republic is registered as the ship's operator, when actions for compensation are brought against the company in accordance with the provisions of the Convention. Australia also declares that, while being unable to accept the Soviet reservation, it does not regard that fact as precluding the entry into force of the Convention as between the Union of Soviet Socialist Republics and Australia."

"Australia has taken note of the declaration made by the German Democratic Republic on its accession on 13 March 1978 to the Convention, concerning article XI(2) of the Convention. Australia wishes to declare that it cannot accept the German Democratic Republic's position on sovereign immunity. Australia considers that international law does not grant a State the right to immunity from the jurisdiction of the courts of another State in proceedings concerning civil liability in respect of a State-owned ship used for commercial purposes. Australia also declares that, while being unable to accept the declaration by the German Democratic Republic, it does not regard that fact as precluding the entry into force of the Convention as between the German Democratic Republic and Australia."

Belgium

The instrument of ratification of the Kingdom of Belgium was accompanied by a Note Verbale (in the French language) the text of which reads as follows:

[Translation]

"...The Government of the Kingdom of Belgium regrets that it is unable to accept the reservation of the Union of Soviet Socialist Republics, dated 24 June 1975, in respect of article XI, paragraph 2 of the Convention.

The Belgian Government considers that international law does not authorize States to claim judicial immunity in respect of vessels belonging to them and used by them for commercial purposes.

Belgian legislation concerning the immunity of State-owned vessels is in accordance with the provisions of the International Convention for the Unification of Certain Rules concerning the Immunity of State-owned Ships, done at Brussels on 10 April 1926, to which Belgium is a Party.

The Belgian Government assumes that the reservation of the USSR does not in any way affect the provisions of article 16 of the Maritime Agreement between the Belgian-Luxembourg Economic Union and the Union of Soviet Socialist Republics, of the Protocol and the Exchange of Letters, signed at Brussels on 17 November 1972.

The Belgian Government also assumes that this reservation in no way affects the competence of a Belgian court which, in accordance with article IX of the

aforementioned International Convention, is seized of an action for compensation for damage brought against a company registered in the USSR in its capacity of operator of a vessel owned by that State, because the said company, by virtue of article I, paragraph 3 of the same Convention, is considered to be the 'owner of the ship' in the terms of this Convention.

The Belgian Government considers, however, that the Soviet reservation does not impede the entry into force of the Convention as between the Union of Soviet Socialist Republics and the Kingdom of Belgium."

China

At the time of depositing its instrument of accession the Representative of the People's Republic of China declared "that the signature to the Convention by Taiwan authorities is illegal and null and void".

German Democratic Republic

The instrument of accession of the German Democratic Republic was accompanied by the following statement and declarations (in the German language):

[Translation]

"In connection with the declaration made by the Government of the Federal Republic of Germany on 20 May 1975 concerning the application of the International Convention on Civil Liability for Oil Pollution Damage of 29 November 1969 to Berlin (West), it is the understanding of the German Democratic Republic that the provisions of the Convention may be applied to Berlin (West) only inasmuch as this is consistent with the Quadripartite Agreement of 3 September 1971, under which Berlin (West) is no constituent part of the Federal Republic of Germany and must not be governed by it."

"The Government of the German Democratic Republic considers that the provisions of article XI, paragraph 2, of the Convention are inconsistent with the principle of immunity of States."⁽¹⁾

The Government of the German Democratic Republic considers that the provisions of article XIII, paragraph 2, of the Convention are inconsistent with the principle that all States pursuing their policies in accordance with the purposes and principles of the Charter of the United Nations shall have the right to become parties to conventions affecting the interests of all States.

The position of the Government of the German Democratic Republic on article XVII of the Convention, as far as the application of the Convention to colonial and other dependent territories is concerned, is governed by the provisions of the United Nations Declaration on the Granting of Independence to Colonial Countries and Peoples (resolution 1514(XV) of 14 December 1960) proclaiming the necessity of bringing a speedy and unconditional end to colonialism in all its forms and manifestations."

Federal Republic of Germany

The instrument of ratification of the Federal Republic of Germany was accompanied by a declaration (in the English language) that "with effect from the day on which the Convention enters into force for the Federal Republic of Germany it shall also apply to Berlin (West)".

⁽¹⁾ The following Governments do not accept the reservation contained in the instrument of accession of the Government of the German Democratic Republic, and the texts of their Notes to this effect were circulated by the depositary: Denmark, France, the Federal Republic of Germany, Japan, Norway, Sweden and the United Kingdom.

Guatemala

The instrument of acceptance of the Republic of Guatemala contained the following declaration (in the Spanish language):

[Translation]

"It is declared that relations that may arise with Belize by virtue of this accession can in no sense be interpreted as recognition by the State of Guatemala of the independence and sovereignty unilaterally decreed by Belize."

Italy

The instrument of ratification of the Italian Republic was accompanied by the following statement (in the Italian language):

[Translation]

"The Italian Government wishes to state that it has taken note of the reservation put forward by the Government of the Soviet Union (on the occasion of the deposit of the instrument of accession on 24 June 1975) to article XI(2) of the International Convention on civil liability for oil pollution damage, adopted in Brussels on 29 November 1969.

The Italian Government declares that it cannot accept the aforementioned reservation and, with regard to the matter, observes that, under international law, the States have no right to jurisdictional immunity in cases where vessels of theirs are utilized for commercial purposes.

The Italian Government therefore considers its judicial bodies competent - as foreseen by articles IX and XI(2) of the Convention - in actions for the recovery of losses incurred in cases involving vessels belonging to States employing them for commercial purposes, as indeed in cases where, on the basis of article I(3), it is a company, running vessels on behalf of a State, that is considered the owner of the vessel.

The reservation and its non-acceptance by the Italian Government do not, however, preclude the coming into force of the Convention between the Soviet Union and Italy, and its full implementation, including that of article XI(2)."

Peru⁽²⁾

The instrument of accession of the Republic of Peru contained the following reservation (in the Spanish language):

[Translation]

"With respect to article II, because it considers that the said Convention will be understood as applicable to pollution damage caused in the sea area under the sovereignty and jurisdiction of the Peruvian State, up to the limit of 200 nautical miles, measured from the base lines of the Peruvian coast".

Russian Federation

See USSR.

Saint Kitts and Nevis

The instrument of accession of Saint Kitts and Nevis contained the following declaration:

"The Government of Saint Kitts and Nevis considers that international law does not

⁽²⁾ The depositary received the following communication dated 14 July 1987 from the Embassy of the Federal Republic of Germany in London (in the English language):

"...the Government of the Federal Republic of Germany has the honour to reiterate its well-known position as to the sea area up to the limit of 200 nautical miles, measured from the base lines of the Peruvian coast, claimed by Peru to be under the sovereignty and

authorize States to claim judicial immunity in respect of vessels belonging to them and used by them for commercial purposes”.

Saudi Arabia

The instrument of accession of the Kingdom of Saudi Arabia contained the following reservation (in the Arabic language):

[Translation]

“However, this accession does not in any way mean or entail the recognition of Israel, and does not lead to entering into any dealings with Israel; which may be arranged by the above-mentioned Convention and the said Protocol”.

Syrian Arab Republic

The instrument of accession of the Syrian Arab Republic contains the following sentence (in the Arabic language):

[Translation]

“...this accession [to the Convention] in no way implies recognition of Israel and does not involve the establishment of any relations with Israel arising from the provisions of this Convention”.

USSR

The instrument of accession of the Union of Soviet Republics contains the following reservation (in the Russian language):

[Translation]

“The Union of Soviet Socialist Republic does not consider itself bound by the provisions of article XI, paragraph 2 of the Convention, as they contradict the principle of the judicial immunity of a foreign State.”⁽³⁾

Furthermore, the instrument of accession contains the following statement (in the Russian language):

[Translation]

“On its accession to the International Convention on Civil Liability for Oil Pollution Damage, 1969, the Union of Soviet Socialist Republics considers it necessary to state that: “(a) the provisions of article XIII, paragraph 2 of the Convention which deny participation in the Convention to a number of States, are of a discriminatory nature and contradict the generally recognized principle of the sovereign equality of States, and

jurisdiction of the Peruvian State. In this respect the Federal Government points again to the fact that according to international law no coastal State can claim unrestricted sovereignty and jurisdiction beyond its territorial sea, and that the maximum breadth of the territorial sea according to international law is 12 nautical miles.”

The depositary received the following communication dated 4 November 1987 from the Permanent Mission of the Union of Soviet Socialist Republics to the International Maritime Organization (in the Russian language):

[Translation]

“...the Soviet Side has the honour to confirm its position in accordance with which a coastal State has no right to claim an extension of its sovereignty to sea areas beyond the outer limit of its territorial waters the maximum breadth of which in accordance with international law cannot exceed 12 nautical miles.”

⁽³⁾ The following Governments do not accept the reservation contained in the instrument of accession of the Government of the Union of Soviet Socialist Republics, and the texts of their Notes to this effect were circulated by the depositary: Denmark, France, the Federal Republic of Germany, Japan, the Netherlands, New Zealand, Norway, Sweden, the United Kingdom.

CLC 1969

(b) the provisions of article XVII of the Convention envisaging the possibility of its extension by the Contracting States to the territories for the international relations of which they are responsible are outdated and contradict the United Nations Declaration on Granting Independence to Colonial Countries and Peoples (resolution 1514(XV) of 14 December 1960)".

The depositary received on 17 July 1979 from the Embassy of the Union of Soviet Socialist Republics in London a communication stating that:

"...the Soviet side confirms the reservation to paragraph 2 of article XI of the International Convention of 1969 on the Civil Liability for Oil Pollution Damage, made by the Union of Soviet Socialist Republics at adhering to the Convention. This reservation reflects the unchanged and well-known position of the USSR regarding the impermissibility of submitting a State without its express consent to the courts jurisdiction of another State. This principle of the judicial immunity of a foreign State is consistently upheld by the USSR at concluding and applying multilateral international agreements on various matters, including those of merchant shipping and the Law of the sea.

In accordance with article III and other provisions of the 1969 Convention, the liability for the oil pollution damage, established by the Convention is attached to "the owner" of "the ship", which caused such damage, while paragraph 3 of article I of the Convention stipulates that "in the case of a ship owned by a state and operated by a company which in that state is registered as the ship's operator, "owner" shall mean such company". Since in the USSR state ships used for commercial purposes are under the operational management of state organizations who have an independent liability on their obligations, it is only against these organizations and not against the Soviet state that actions for compensation of the oil pollution damage in accordance with the 1969 Convention could be brought. Thus the said reservation does not prevent the consideration in foreign courts in accordance with the jurisdiction established by the Convention, of such suits for the compensation of the damage by the merchant ships owned by the Soviet state".

**Protocol to the International
Convention on
Civil liability
for oil pollution damage**

(CLC PROT 1976)

Done at London,
19 November 1976
Entered into force: 8 April 1981

**Protocole à la Convention
Internationale sur la
Responsabilité civile pour
les dommages dus à la
pollution par les
hydrocarbures
(CLC PROT 1976)**

Signé à Londres,
le 19 novembre 1976
Entré en vigueur: 8 avril 1981

Albania	(a)	6.IV.1994
Antigua and Barbuda	(a)	23.VI.1997
Australia	(a)	7.XI.1983
<i>(denunciation 22 June 1988^{(1)*})</i>		
Bahamas	(acc)	3.III.1980
Bahrain	(a)	3.V.1996
Barbados	(a)	3.V.1996
Belgium	(a)	15.VI.1989
Belize	(a)	2.IV.1991
Brunei Darussalam	(a)	29.IX.1992
Cameroon	(a)	14.V.1984
Canada	(a)	24.I.1989
China*	(a)	29.IX.1986
Colombia	(a)	26.III.1990
Costa Rica	(a)	8.XII.1997
Cyprus	(a)	19.VI.1989
Denmark	(a)	3.VI.1981
Egypt	(a)	3.II.1989
Finland	(a)	8.I.1981
France	(AA)	7.XI.1980
Georgia	(a)	25.VIII.1995
Germany*	(r)	28.VIII.1980
Greece	(a)	10.V.1989
Iceland	(a)	24.III.1994
India	(a)	1.V.1987
Ireland	(a)	19.XI.1992
<i>(denunciation 15.V.1988*)</i>		
Italy	(a)	3.VI.1983
Japan	(a)	24.VIII.1994
Korea, Republic of	(a)	8.XII.1992
Kuwait	(a)	1.VII.1981
Liberia	(a)	17.II.1981

* Effective date.

⁽¹⁾ Effective date is the date of entry into force of the 1984 Protocol

CLC Protocol 1976

Luxemburg	(a)	14.II.1991
Maldives	(a)	14.VI.1981
Malta	(a)	21.I.1995
Marshall Islands	(a)	27.IX.1991
Mauritania	(a)	6.IV.1995
Mauritius	(a)	17.XI.1995
Mexico	(a)	13.V.1994
Netherlands	(a)	3.VIII.1982
Nicaragua	(a)	4.VI.1996
Norway	(a)	17.VII.1978
Oman	(a)	24.I.1985
Peru	(a)	24.II.1987
Poland	(a)	30.X.1985
Portugal	(a)	2.I.1986
Qatar	(a)	2.VI.1988
Russian Federation	(a)	2.XII.1988
Saudi Arabia	(a)	15.IV.1993
Singapore	(a)	15.XII.1981
Spain	(a)	22.X.1981
Sweden	(r)	7.VII.1978
Switzerland	(a)	15.XII.1987
United Arab Emirates	(a)	14.III.1984
United Kingdom (denunciation 15.V.1988*)	(r)	31.I.1980
Vanuatu	(a)	13.I.1989
Venezuela	(a)	21.I.1992
Yemen	(a)	4.VI.1979

The United Kingdom declared ratification to be effective also in respect of:

Anguilla
Bailiwick of Jersey
Bailiwick of Guernsey
Isle of Man
Belize ⁽¹⁾
Bermuda
British Indian Ocean Territory
British Virgin Islands
Cayman Islands
Falkland Islands ⁽²⁾

* Effective date.

(1) Has since become an independent State and Contracting State to the Protocol.

(2) A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

Gibraltar
Hong Kong
Montserrat
Pitcairn
Saint Helena and Dependencies
Turks and Caicos Islands
United Kingdom Sovereign Base Areas
of Akrotiri and Dhekelia in the Island of Cyprus

DECLARATIONS, RESERVATIONS AND STATEMENTS

Federal Republic of Germany

The instrument of ratification of the Federal Republic of Germany contains the following declaration (in the English language):

“...with effect from the date on which the Protocol enters into force for the Federal Republic of Germany it shall also apply to Berlin (West)”.

Saudi Arabia

The instrument of accession of the Kingdom of Saudi Arabia contained the following reservation (in the Arabic language):

[Translation]

“However, this accession does not in any way mean or entail the recognition of Israel, and does not lead to entering into any dealings with Israel; which may be arranged by the above-mentioned Convention and the said Protocol”.

NOTIFICATIONS

Article V(9)(c) of the Convention, as amended by the Protocol

China

“...the value of the national currency, in terms of SDR, of the People’s Republic of China is calculated in accordance with the method of valuation applied by the International Monetary Fund.”

Poland

“Poland will now calculate financial liabilities in cases of limitation of the liability of owners of sea-going ships and liability under the International Oil Pollution Compensation Fund in terms of the Special Drawing Right, as defined by the International Monetary Fund.

However, those SDR’s will be converted according to the method instigated by Poland, which is derived from the fact that Poland is not a member of the International Monetary Fund.

The method of conversion is that the Polish National Bank will fix a rate of exchange of the SDR to the Polish zloty through the conversion of the SDR to the United States dollar, according to the current rates of exchange quoted by Reuter. The US dollars will then be converted into Polish zloties at the rate of exchange quoted by the Polish National Bank from their current table of rates of foreign currencies.

CLC Protocol 1976

The above method of calculation is in accordance with the provisions of article II paragraph 9 item “a” (in fine) of the Protocol to the International Convention on Civil Liability for Oil Pollution Damage and article II of the Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage.”

Switzerland*[Translation]*

“The Swiss Federal Council declares, with reference to article V, paragraph 9(a) and (c) of the Convention, introduced by article II of the Protocol of 19 November 1976, that Switzerland calculates the value of its national currency in special drawing rights (SDR) in the following way:

The Swiss National Bank (SNB) notifies the International Monetary Fund (IMF) daily of the mean rate of the dollar of the United States of America on the Zurich currency market. The exchange value of one SDR in Swiss francs is determined from that dollar rate and the rate of the SDR in dollars calculated by IMF. On the basis of these values, SNB calculates a mean SDR rate which it will publish in its Monthly Gazette.

USSR

“In accordance with article V, paragraph 9 “c” of the International Convention on Civil Liability for Oil Pollution Damage, 1969 in the wording of article II of the Protocol of 1976 to this Convention it is declared that the value of the unit of “The Special Drawing Right” expressed in Soviet roubles is calculated on the basis of the US dollar rate in effect at the date of the calculation in relation to the unit of “The Special Drawing Right”, determined by the International Monetary Fund, and the US dollar rate in effect at the same date in relation to the Soviet rouble, determined by the State Bank of the USSR”.

United Kingdom

“...in accordance with article V(9)(c) of the Convention, as amended by article II(2) of the Protocol, the manner of calculation employed by the United Kingdom pursuant to article V(9)(a) of the Convention, as amended, shall be the method of valuation applied by the International Monetary Fund.

**Protocol of 1992 to amend the
International Convention on**

**Civil liability for oil
pollution damage, 1969**

(CLC PROT 1992)

Done at London,
19 November 1992
Entry into force: 30 May 1996

**Protocole à la Convention
Internationale sur la
Responsabilité civile pour
les dommages dus à la
pollution par les
hydrocarbures, 1969**

(CLC PROT 1992)

Signé à Londres,
le 19 novembre 1992
Entrée en vigueur: 30 May 1996

Algeria	(a)	11.VI.1998
Australia	(a)	9.X.1995
Bahamas	(a)	1.IV.1997
Bahrain	(a)	3.V.1996
Barbados	(a)	7.VII.1998
Belgium	(a)	6.X.1998
Belize	(a)	27.XI.1998
Canada	(a)	29.V.1998
Croatia	(a)	12.I.1998
Cyprus	(a)	12.V.1997
Denmark	(r)	30.V.1995
Egypt	(a)	21.IV.1995
Finland	(a)	8.I.1981
France	(A)	29.IX.1994
Finland	(a)	24.XI.1995
Germany*	(r)	29.IX.1994
Greece	(r)	9.X.1995
Grenada	(a)	7.I.1998
Iceland	(a)	13.XI.1998
Ireland	(a)	15.V.1997
Jamaica	(a)	6.VI.1997
Japan	(a)	13.VIII.1994
Korea (Republic of)	(a)	7.III.1997
Latvia	(a)	9.III.1998
Liberia	(a)	5.X.1995
Marshall Islands	(a)	16.X.1995
Mexico	(a)	13.V.1994
Monaco	(a)	8.XI.1996
New Zealand*	(a)	25.VI.1998
Netherlands	(a)	15.XI.1996
Norway	(r)	26.V.1995
Oman	(a)	8.VII.1994
Philippines	(a)	7.VII.1997

CLC Protocol 1992

Singapore	(a)	18.IX.1997
Spain	(a)	6.VII.1995
Sweden	(r)	25.V.1995
Switzerland	(a)	4.VII.1996
Tunisia	(a)	29.I.1997
United Arab Emirates	(a)	19.XI.1997
United Kingdom	(a)	29.IX.1994
Uruguay	(a)	9.VII.1997
Venezuela	(a)	22.VII.1998

The United Kingdom declared its accession to be effective in respect of:

The Bailiwick of Guernsey

The Isle of Man

Falkland Islands ⁽¹⁾

Montserrat

South Georgia and the South Sandwich Islands

DECLARATIONS, RESERVATIONS AND STATEMENTS

Germany

The instrument of ratification of Germany was accompanied by the following declaration:

“The Federal Republic of Germany hereby declares that, having deposited the instruments of ratification of the protocols of 27 November 1992 amending the International Convention on Civil Liability for Oil Pollution Damage of 1969 and amending the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage of 1971, it regards its ratification of the Protocols of 25 May 1984, as documented on 18 October 1988 by the deposit of its instruments of ratification, as null and void as from the entry into force of the Protocols of 27 November 1992.”

New Zealand

The instrument of accession of New Zealand contained the following declaration:

“And declares that this accession shall not extend to Tokelau unless and until a declaration to this effect is lodged by the Government of New Zealand with the Depositary”.

⁽¹⁾ A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

*Fund 1971**Fonds 1971*

**International Convention
on the
Establishment of
an International Fund
for compensation
for oil pollution damage**

(FUND 1971)

Done at Brussels, 18 December 1971
Entered into force: 16 October 1978

**Convention Internationale
portant
Création d'un Fonds
International
d'indemnisation pour les
dommages dus à la pollution
par les hydrocarbures**

(FONDS 1971)

Signée à Bruxelles, le 18 décembre 1971
Entrée en vigueur: 16 octobre 1978

Albania	(a)	6.IV.1994
Algeria (denunciation 3.VIII.1998**)	(r)	2.VI.1975
Antigua and Barbuda	(a)	23.VI.1997
Australia (denunciation 15.V.1998**)	(a)	10.X.1994
Bahamas (denunciation 15.V.1998**)	(a)	22.VII.1976
Bahrain (denunciation 15.V.1998**)	(a)	3.V.1996
Barbados (denunciation 7.VII.1998**)	(a)	6.V.1994
Belgium (denunciation 6.X.1998**)	(r)	1.XII.1994
Benin	(a)	1.XI.1985
Brunei Darussalam	(a)	29.IX.1992
Cameroon	(a)	14.V.1984
Canada* (denunciation 29.V.1998**)	(a)	24.I.1989
China ⁽¹⁾		
Columbia	(a)	13.III.1997
Cote d'Ivoire	(a)	5.X.1987
Croatia ⁽²⁾ (denunciation 30.VII.1998**)	(r)	8.X.1991
Cyprus (denunciation 15.V.1998**)	(a)	26.VII.1989
Denmark (denunciation 15.V.1998**)	(a)	2.IV.1975

** Effective date.

(1) Applies only to the Hong Kong Special Administration Region

(2) On 11 August 1992 Croatia notified its succession to this Conventions as of the date of its independence (8.10.1991).

<i>Fund 1971</i>		<i>Fonds 1971</i>
Djibouti	(a)	1.III.1990
Estonia	(a)	1.XII.1992
Fiji	(a)	4.III.1983
Finland	(r)	10.X.1980
<i>(denunciation 15.V.1998**)</i>		
France	(a)	11.V.1978
<i>(denunciation 15.V.1998**)</i>		
Gabon	(a)	21.I.1982
Gambia	(a)	1.XI.1991
Germany*	(r)	30.XII.1976
<i>(denunciation 15.V.1998**)</i>		
Ghana	(r)	20.IV.1978
Greece	(a)	16.XII.1986
<i>(denunciation 15.V.1998**)</i>		
Guyana	(a)	10.XII.1997
Iceland	(a)	17.VII.1980
India	(a)	10.VII.1990
Indonesia	(a)	1.IX.1978
<i>(denunciation 15.V.1998**)</i>		
Ireland	(r)	19.XI.1992
<i>(denunciation 15.V.1998**)</i>		27.II.1979
Italy	(a)	
Japan	(r)	7.VII.1976
<i>(denunciation 15.V.1998**)</i>		15.XII.1992
Kenya	(a)	
Korea, Republic of	(a)	8.XII.1992
<i>(denunciation 15.V.1998**)</i>		2.IV.1981
Kuwait	(a)	
Liberia	(a)	25.IX.1972
<i>(denunciation 15.V.1998**)</i>		6.I.1995
Malaysia	(a)	16.III.1981
Maldives	(a)	
Malta	(a)	27.IX.1991
Marshall Islands	(a)	30.XI.1994
<i>(denunciation 15.V.1998**)</i>		17.XI.1995
Mauritania	(a)	
Mauritius	(a)	6.IV.1995
Mexico	(a)	13.V.1994
<i>(denunciation 15.V.1998**)</i>		
Monaco	(a)	23.VIII.1979
<i>(denunciation 15.V.1998**)</i>		

** Effective date.

⁽³⁾ As from 26 December 1991 the membership of the USSR in the Convention is continued by the Russian Federation.

*Fund 1971**Fonds 1971*

Morocco	(r)	31.XII.1992
Mozambique	(a)	23.XII.1996
Netherlands	(A A)	3.VIII.1982
<i>(denunciation 15.V.1998**)</i>		
New Zeland	(a)	22.XI.1996
<i>(denunciation 25.V.1998**)</i>		
Nigeria	(a)	11.XI.1987
Norway	(r)	21.III.1975
<i>(denunciation 15.V.1998**)</i>		
Oman	(a)	10.V.1985
<i>(denunciation 15.V.1998**)</i>		
Papua New Guinea	(a)	12.III.1980
Poland	(r)	16.IX.1985
Portugal	(r)	11.IX.1985
Qatar	(a)	2.VI.1988
Russian Federation ⁽³⁾	(a)	17.VI.1987
Saint Kitts and Nevis	(a)	14.IX.1994
Seychelles	(a)	12.IV.1988
Sierra Leone	(a)	13.VIII.1993
Slovenia (succession)	(a)	25.VI.1991
Spain	(a)	8.X.1981
<i>(denunciation 15.V.1998**)</i>		
Sri Lanka	(a)	12.IV.1983
Sweden	(r)	17.III.1975
<i>(denunciation 15.V.1998**)</i>		
Switzerland	(r)	4.VII.1996
<i>(denunciation 15.V.1998**)</i>		
Syrian Arab Republic*	(a)	6. II.1975
Tonga	(a)	1.II.1996
Tunisia	(a)	4.V.1976
<i>(denunciation 15.V.1998**)</i>		
Tuvalu	(succession)	
United Arab Emirates	(a)	15.XII.1983
United Kingdom	(r)	2.IV.1976
<i>(denunciation 15.V.1998**)</i>		
Vanuatu	(a)	13.I.1989
Venezuela	(a)	21.I.1992
<i>(denunciation 15.V.1998**)</i>		
Yugoslavia	(r)	16.III.1978

** Effective date.

Fund 1971

Fonds 1971

The United Kingdom declared ratification to be effective also in respect of:

	Effective date
Anguilla (<i>denunciation 15.V.1998**</i>)	1 September 1984
Bailiwick of Guernsey) (<i>denunciation 15.V.1998**</i>)	
Bailiwick of Jersey) (<i>denunciation 15.V.1998**</i>)	
Isle of Man) (<i>denunciation 15.V.1998**</i>)	
Belize ⁽¹⁾)	
Bermuda) (<i>denunciation 15.V.1998**</i>)	
British Indian Ocean Territory) (<i>denunciation 15.V.1998**</i>)	
British Virgin Islands) (<i>denunciation 15.V.1998**</i>)	
Cayman Islands) (<i>denunciation 15.V.1998**</i>)	
Falkland Islands and Dependencies ⁽²⁾) (<i>denunciation 15.V.1998**</i>)	16 October 1978
Gibraltar) (<i>denunciation 15.V.1998**</i>)	
Gilbert Islands ⁽³⁾)	
Hong Kong ⁽⁴⁾)	

** Effective date.

⁽¹⁾ Has since become the independent State of Belize.

⁽²⁾ The depositary received a communication dated 16 August 1976 from the Embassy of the Argentina Republic in London. The communication, the full text of which was circulated by the depositary, includes the following:

"...the mentioning of the [Islas Malvinas, Georgias del Sur and Sandwich de Sur] in the instrument of ratification ... deposited on 2 April 1976 ... under the erroneous denomination of 'Falkland Islands and Dependencies' - [does] not in any way affect the rights of the Argentine Republic over those islands which are part of its territory and come under the administrative jurisdiction of the Territorio Nacional de Tierra del Fuego, Antártida e Islas del Atlantico Sur.

The aforementioned islands were occupied by force by a foreign power. The situation has been considered by the United Nations Assembly which adopted resolutions 2065(XX) and 3160(XXVIII). In both resolutions, the existence of a dispute regarding the sovereignty over the archipelago was confirmed and the Argentine Republic and the occupying power were urged to negotiate with a view to finding a definitive solution to the dispute."

The depositary received the following communication dated 21 September 1976 from the Government of the United Kingdom.

"With reference to the statement of the Embassy of the Argentine Republic ... Her Majesty's Government is bound to state that they have no doubts as to United Kingdom sovereignty over the Falkland Islands and the Falkland Islands dependencies."

⁽³⁾ Has since become the independent State of Kiribati.

⁽⁴⁾ Cessed to apply to Hong Kong with effect from 1 July 1997.

Montserrat)
<i>(denunciation 15.V.1998**)</i>	
Pitcairn Group)
<i>(denunciation 15.V.1998**)</i>	
Saint Helena and Dependencies)
<i>(denunciation 15.V.1998**)</i>	
Seychelles ⁽⁵⁾)
Solomon Islands ⁽⁶⁾)
Turks and Caicos Islands)
<i>(denunciation 15.V.1998**)</i>	
Tuvalu ⁽⁷⁾)
United Kingdom Sovereign Base Areas of Akrotiri and Dhekelia in the Island of Cyprus)
<i>(denunciation 15.V.1998**)</i>	

DECLARATIONS, RESERVATIONS AND STATEMENTS

Canada

The instrument of accession of Canada was accompanied by the following declaration (in the English and French languages):

“The Government of Canada assumes responsibility for the payment of the obligations contained in articles 10, 11 and 12 of the Fund Convention. Such payments to be made in accordance with section 774 of the Canada Shipping Act as amended by Chapter 7 of the Statutes of Canada 1987”.

Federal Republic of Germany

The instrument of ratification of the Federal Republic of Germany was accompanied by the following declaration (in the English language):

“that the said Convention shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany.”

Syrian Arab Republic

The instrument of accession of the Syrian Arab Republic contains the following sentence (in the Arabic language):

[Translation]

“...the accession of the Syrian Arab Republic to this Convention ... in no way implies recognition of Israel and does not involve the establishment of any relations with Israel arising from the provisions of this Convention.”

** Effective date.

⁽⁵⁾ Has since become the independent State of Seychelles.

⁽⁶⁾ Has since become the independent State of Solomon Islands.

⁽⁷⁾ Has since become an independent State and a Contracting State to the Convention.

*Fund Protocol 1976**Protocole Fonds 1976*

**Protocol to the International
Convention on the
Establishment
of an International Fund
for compensation
for oil pollution damage**

**Protocole à la Convention
Internationale portant
Creation d'un Fonds
International
d'indemnisation pour les
dommages dus à la pollution
par les hydrocarbures**

(FUND PROT 1976)

Done at London, 19 November 1976
Entered into force:
22 November 1994

(FONDS PROT 1976)

Signé a Londres, le 19 novembre 1976
Entré en vigueur:
22 Novembre 1994

Albania	(a)	6.IV.1994
Australia	(a)	10.X.1994
Bahamas	(A)	3.III.1980
Bahrain	(a)	3.V.1996
Barbados	(a)	6.V.1994
Belgium	(r)	1.XII.1994
Canada	(a)	21.II.1995
China ⁽¹⁾		
Colombia	(a)	13.III.1997
Cyprus	(a)	26.VII.1989
Denmark	(a)	3.VI.1981
Finland	(a)	8.I.1981
France	(a)	7.XI.1980
Germany*	(r)	28.VIII.1980
Greece	(a)	9.X.1995
Iceland	(a)	24.III.1994
India	(a)	10.VII.1990
Ireland	(a)	19.XI.1992
<i>(denunciation 15.V.1998**)</i>		
Italy	(a)	21.IX.1983
Japan	(a)	24.VIII.1994
Liberia	(a)	17.II.1981
Malta	(a)	27.IX.1991
Marshall Islands	(a)	16.X.1995
Mauritius	(a)	6.IV.1995
Mexico	(a)	13.V.1994
Morocco	(a)	31.XII.1992
Netherlands	(a)	1.XI.1982

** Effective date.

⁽¹⁾ Applies only to the Hong Special Administrative Region.

*Fund Protocol 1976**Protocole Fonds 1976*

Norway	(a)	17.VII.1978
Poland*	(a)	30.X.1985
Portugal	(a)	11.IX.1985
Russian Federation ⁽²⁾	(a)	30.I.1989
Spain	(a)	5.IV.1982
Sweden	(r)	7.VII.1978
United Kingdom <i>(denunciation 15.V.1998**)</i>	(r)	31.I.1980
Vanuatu	(a)	13.I.1989
Venezuela	(a)	21.I.1992

** Effective date.

⁽²⁾ As from 26 December 1991 the membership of the USSR in the Convention is continued by the Russian Federation.

The United Kingdom declared ratification to be effective also in respect of:

Anguilla
Bailiwick of Jersey
Bailiwick of Guernsey
Isle of Man
Belize ⁽¹⁾
Bermuda
British Indian Ocean Territory
British Virgin Islands
Cayman Islands
Falkland Islands ⁽²⁾
Gibraltar
Hong Kong ⁽³⁾
Montserrat
Pitcairn
Saint Helena and Dependencies
Turks and Caicos Islands
United Kingdom Sovereign Base Areas
of Akrotiri and Dhekelia in the
Island of Cyprus

⁽¹⁾ Has since become the independent State of Belize.

⁽²⁾ A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

⁽³⁾ Cessed to apply to Hong Kong with effect from 1 July 1997.

DECLARATIONS, RESERVATIONS AND STATEMENTS**Federal Republic of Germany**

The instrument of ratification of the Federal Republic of Germany contains the following declaration in the English language:

"... with effect from the date on which the Protocol enters into force for the Federal Republic of Germany, it shall also apply to Berlin (West)."

Poland

(for text of the notification, see page 458)

**Protocol of 1992 to amend
the International
Convention on the
Establishment of an
International
Fund for compensation
for oil pollution damage**

(FUND PROT 1992)

Done at London,
25 November 1992
Entry into force: 30 May 1996

**Protocole de 1992 modifiant
la Convention Internationale
de 1971 portant
Creation d'un Fonds
International
d'indemnisation pour les
dommages dus à la pollution
par les hydrocarbures**

(FONDS PROT 1992)

Signé a Londres,
le 27 novembre 1992
Entrée en vigueur: 30 may 1996

	(a)	
Australia	(a)	9.X.1995
Bahrain	(a)	3.V.1996
Croatia	(r)	12.I.1998
Denmark	(a)	30.V.1995
Finland	(A)	24.XI.1995
France	(r)	29.IX.1994
Germany*	(r)	29.IX.1994
Greece	(a)	9.X.1995
Ireland	(a)	15.V.1997
Japan	(a)	13.VIII.1994
Korea, Republic of	(a)	7.III.1997
Liberia	(a)	5.X.1995
Marshall Islands	(a)	16.X.1995
Mexico	(r)	13.V.1994
Monaco	(r)	8.XI.1996
Netherlands	(a)	15.XI.1996
Norway	(a)	26.V.1995
Oman	(a)	8.VII.1994

*Fund Protocol 1992**Protocole Fonds 1992*

Philippines	(a)	7.VIII.1997
Spain*	(r)	6.VII.1995
Sweden	(a)	25.V.1995
Switzerland	(a)	4.VII.1996
Tunisia	(a)	29.I.1997
United Kingdom	(a)	29.IX.1994
Uruguay		9.VII.1997

The United Kingdom declared its accession to be effective in respect of:

The Bailiwick of Guernsey

The Isle of Man

Falkland Islands ⁽¹⁾

Montserrat

South Georgia and the South Sandwich Islands

DECLARATIONS, RESERVATIONS AND STATEMENTS

Canada

The instrument of accession of Canada was accompanied by the following declaration:

"By virtue of Article 14 of the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992, the Government of Canada assumes responsibility for the payment of the obligations contained in Article 10, paragraph 1."

⁽¹⁾ The depositary received a communication dated 21 February 1995 from the Embassy of the Argentine Republic in London.

[Translation]

"...the Argentine Government rejects the statement made by the United Kingdom of Great Britain and Northern Ireland on acceding to the Protocol of 1992 to amend the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1971. In that statement, accession was declared to be effective in respect of the Malvinas Islands, South Georgia and South Sandwich Islands. The Argentine Republic reaffirms its sovereignty over these islands and their surrounding maritime spaces, which constitute an integral part of its national territory.

The Argentine Republic recalls the adoption, by the General Assembly of the United Nations, of resolutions 2065(XX) and 3160(XXVIII), 31/49, 37/9, 38/12, 39/6, 40/21, 41/41, 42/19 and 43/25, acknowledging the existence of a dispute concerning sovereignty and urging the Governments of the Argentine Republic and of the United Kingdom of Great Britain and Northern Ireland to enter into negotiations with a view to identifying means of pacific and final settlement of the outstanding problems between the two countries, including all matters concerning the future of the Malvinas Islands, in accordance with the Charter of the United Nations."

The depositary received a communication dated 22 May 1995 from the Foreign and Commonwealth Office, London:

"The Government of the United Kingdom of Great Britain and Northern Ireland have noted the declaration of the Government of Argentina regarding the extension by the United Kingdom of the application of the Convention to the Falkland Islands and to South Georgia and the South Sandwich Islands.

The British Government have no doubt about the sovereignty of the United Kingdom over the Falkland Islands and over South Georgia and the South Sandwich Islands and their consequent rights to extend the said Convention to these Territories. The British Government reject as unfounded the claims by the Government of Argentina."

NUCLEAR 1971

Federal Republic of Germany

The instrument of ratification by Germany was accompanied by the following declaration: "The Federal Republic of Germany hereby declares that, having deposited the instruments of ratification of the protocols of 27 November 1992 amending the International Convention on Civil Liability for Oil Pollution Damage of 1969 and amending the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage of 1971, it regards its ratification of the Protocols of 25 May 1984, as documented on 18 October 1988 by the deposit of its instruments of ratification, as null and void as from the entry into force of the Protocols of 27 November 1992."

New Zealand

The instrument of accession of New Zealand contained the following declaration: "And declares that this accession shall not extend to Tokelau unless and until a declaration to this effect is lodged by the Government of New Zealand with the Depositary".

Spain

The instrument of accession by Spain contained the following declaration:

[Translation]

"In accordance with the provisions of article 30, paragraph 4 of the above mentioned Protocol, Spain declares that the deposit of its instrument of accession shall not take effect for the purpose of this article until the end of the six-month period stipulated in article 31 of the said Protocol".

**Convention relating to Civil
Liability in the Field of**

**Maritime Carriage
of nuclear material
(NUCLEAR 1971)**

Done at Brussels,
17 December 1971

Entered into force: 15 July 1975

Argentina

Belgium

Denmark ⁽¹⁾

Finland

France

Gabon

Germany*

Italy*

Liberia

**Convention relative 9 la
Responsabilité Civile dans
le Domaine du
Transport Maritime
de matières nucléaires
(NUCLEAR 1971)**

Signée a Bruxelles,
le 17 décembre 1971

Entrée en vigueur: 15 juillet 1975

(a) 18.V.1981

(r) 15.VI.1989

(r) 4.IX.1974

(A) 6.VI.1991

(r) 2.II.1973

(a) 21.I.1982

(r) 1.X.1975

(r) 21.VII.1980

(a) 17.II.1981

⁽¹⁾ Shall not apply to the Faroe Islands.

NUCLEAR 1971

Netherlands	(a)	1.VIII.1991
Norway	(r)	16.IV.1975
Spain	(a)	21.V.1974
Sweden	(r)	22.XI.1974
Yemen	(a)	6.III.1979

DECLARATIONS, RESERVATIONS AND STATEMENTS

Federal Republic of Germany

The following reservation accompanies the signature of the Convention by the Representative of the Federal Republic of Germany (in the English language):

“Pursuant to article 10 of the Convention relating to Civil Liability in the Field of Maritime Carriage of Nuclear Material, the Federal Republic of Germany reserves the right to provide by national law, that the persons liable under an international convention or national law applicable in the field of maritime transport may continue to be liable in addition to the operator of a nuclear installation on condition that these persons are fully covered in respect of their liability, including defence against unjustified actions, by insurance or other financial security obtained by the operator.” This reservation was withdrawn at the time of deposit of the instrument of ratification of the Convention.

The instrument of ratification of the Government of the Federal Republic of Germany was accompanied by the following declaration (in the German language):

[Translation]

“That the said Convention shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany.

Italy

The instrument of ratification of the Italian Republic was accompanied by the following statement (in the English language):

“It is understood that the ratification of the said Convention will not be interpreted in such a way as to deprive the Italian State of any right of recourse made according to the international law for the damages caused to the State itself or its citizens by a nuclear accident”.

PAL 1974

**Athens Convention relating
to the Carriage
of passengers
and their luggage by sea
(PAL 1974)**

Done at Athens:
13 December 1974
Entered into force:
28 April 1987

**Convention d'Athènes
relative au Transport
par mer de passagers
et de leurs bagages
(PAL 1974)**

Signée à Athènes,
le 13 décembre 1974
Entrée en vigueur:
28 avril 1987

Argentina*	(a)	26.V.1983
Bahamas	(a)	7.VI.1983
Barbados	(a)	6.V.1994
Belgium	(a)	15.VI.1989
China	(a)	1.VI.1994
Croatia	(a)	12.I.1998
Egypt	(a)	18.X.1991
Equatorial Guinea	(a)	24.IV.1996
Georgia	(a)	25.VIII.1995
Greece	(A)	3.VII.1991
Guyana	(a)	10.XII.1997
Ireland	(a)	14.II.1998
Jordan	(a)	3.X.1995
Liberia	(a)	17.II.1981
Luxemburg	(a)	14.II.1991
Jordan	(a)	3.X.1995
Malawi	(a)	9.III.1993
Marshall Islands	(a)	29.XI.1994
Poland	(r)	28.I.1987
Russian Federation* ⁽¹⁾	(a)	27.IV.1983
Spain	(a)	8.X.1981
Switzerland	(r)	15.XII.1987
Tonga	(a)	15.II.1977
Ukraine	(a)	11.XI.1994
United Kingdom	(r)	31.I.1980
Vanuatu	(a)	13.I.1989
Yemen	(a)	6.III.1979

⁽¹⁾ As of 26 December 1991 the membership of the USSR in the Convention is continued by the Russian Federation.

The United Kingdom declared ratification to be effective also in respect of:

Bailiwick of Jersey

Bailiwick of Guernsey

Isle of Man

Bermuda

British Virgin Islands

Cayman Islands

Falkland Islands

Gibraltar

Hong Kong ⁽¹⁾

Montserrat

Pitcairn

Saint Helena and Dependencies

DECLARATIONS, RESERVATIONS AND STATEMENTS

Argentina ⁽²⁾

The instrument of accession of the Argentine Republic contained a declaration of non-application of the Convention under article 22, paragraph 1, as follows (in the Spanish language):

[Translation]

“The Argentine Republic will not apply the Convention when both the passengers and the carrier are Argentine nationals”.

The instrument also contained the following reservations:

[Translation]

“The Argentine Republic rejects the extension of the application of the Athens Convention relating to Carriage of Passengers and Their Luggage by Sea, 1974, adopted in Athens, Greece, on 13 December 1974, and of the Protocol to the Athens Convention relating to the Carriage of Passengers and Their Luggage by Sea, 1974, approved in London on 19 December 1976, to the Malvinas Islands as notified by the United Kingdom of Great Britain and Northern Ireland to the Secretary-General of the International Maritime Organization (IMO) in ratifying the said instrument on 31 January 1980 under the incorrect designation of “Falkland Islands”, and reaffirms its sovereign rights over the said Islands which form an integral part of its national territory”.

(1) Cessed to apply to Hong Kong with effect from 1 July 1997.

(2) A communication dated 19 October 1983 from the Government of the United Kingdom, the full text of which was circulated by the depositary, includes the following:

“The Government of the United Kingdom of Great Britain and Northern Ireland reject each and every of these statements and assertions. The United Kingdom has no doubt as to its sovereignty over the Falkland Islands and thus its right to include them within the scope of application of international agreements of which it is a party. The United Kingdom cannot accept that the Government of the Argentine Republic has any rights in this regard. Nor can the United Kingdom accept that the Falkland Islands are incorrectly designated”.

PAL 1974

PAL Protocol 1976

German Democratic Republic

The instrument of accession of the German Democratic Republic was accompanied by the following reservation (in the German language):

[Translation]

“The German Democratic Republic declares that the provisions of this Convention shall have no effect when the passenger is a national of the German Democratic Republic and when the performing carrier is a permanent resident of the German Democratic Republic or has its seat there”.

USSR

The instrument of accession of the Union of Soviet Socialist Republic contained a declaration of non-application of the Convention under article 22, paragraph 1.

**Protocol to the
Athens Convention relating
to the Carriage
of passengers
and their luggage by sea
(PAL PROT 1976)**

Done at London,
19 November 1976
Entered into force: 10 April 1989

**Protocole à la
Convention d'Athènes
relative au Transport
par mer de passagers
et de leurs bagages
(PAL PROT 1976)**

Signé à Londres,
le 19 novembre 1976
Entré en vigueur: 10 avril 1989

Argentina*	(a)	28.IV.1987
Bahamas	(a)	28.IV.1987
Barbados	(a)	6.V.1994
Belgium	(a)	15.VI.1989
China	(a)	1.VI.1994
Croatia	(a)	12.I.1998
Georgia	(a)	25.VIII.1995
Greece	(a)	3.VII.1991
Ireland	(a)	24.II.1998
Liberia	(a)	28.IV.1987
Luxemburg	(a)	14.II.1991
Marshall Islands	(a)	29.XI.1994
Poland	(a)	28.IV.1987
Russian Federation ⁽¹⁾	(a)	30.I.1989
Spain	(a)	28.IV.1987
Switzerland	(a)	15.XII.1987
Ukraine	(a)	11.XI.1994
United Kingdom	(r)	28.IV.1987
Vanuatu	(a)	13.I.1989
Yemen	(a)	28.IV.1987

The United Kingdom declared ratification to be effective also in respect of:

Bailiwick of Jersey
Bailiwick of Guernsey
Isle of Man
Bermuda
British Virgin Islands
Cayman Islands
Falkland Islands ⁽²⁾
Gibraltar
Hong Kong
Montserrat
Pitcairn
Saint Helena and Dependencies

⁽¹⁾ As of 26 December 1991 the membership of the USSR in the Convention is continued by the Russian Federation.

⁽²⁾ For the texts of a reservation made by the Argentine Republic and a communication received from the United Kingdom, see page 471 and 472.

DECLARATIONS, RESERVATIONS AND STATEMENTS

Argentina ⁽¹⁾

The instrument of accession of the Argentine Republic contained the following reservation (in the Spanish language):

[Translation]

“The Argentine Republic rejects the extension of the application of the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 1974, adopted in Athens, Greece, on 13 December 1974, and of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, approved in London on 19 December 1976, to the Malvinas Islands as notified by the United Kingdom of Great Britain and Northern Ireland to the Secretary-General of the International Maritime Organization (IMO) in ratifying the said instrument on 31 January 1980 under the incorrect designation of “Falkland Islands”, and reaffirms its sovereign rights over the said Islands which form an integral part of its national territory”.

⁽¹⁾ The depositary received the following communication dated 4 August 1987 from the United Kingdom Foreign and Commonwealth Office:

“The Government of the United Kingdom of Great Britain and Northern Ireland cannot accept the reservation made by the Argentine Republic as regards the Falkland Islands.

The Government of the United Kingdom of Great Britain and Northern Ireland have no doubt as to the United Kingdom sovereignty over the Falkland Islands and, accordingly, their right to extend the application of the Convention to the Falkland Islands”.

*PAL Protocol 1990**LLMC 1976*

**Protocol of 1990 to amend the
1974 Athens Convention
relating to the Carriage
of passengers
and their luggage by sea
(PAL PROT 1990)**

Done at London, 29 March 1990
Not yet in force

**Protocole de 1990 modifiant
La Convention d'Athènes
de 1974 relative au
Transport par mer de
passagers et de leurs bagages
(PAL PROT 1990)**

Fait à Londres, le 29 mars 1990
Pas encore en vigueur

Croatia	(a)	12.I.1998
Egypt	(a)	18.X.1991
Spain	(a)	24.II.1993

**Convention on
Limitation of Liability
for maritime claims
(LLMC 1976)**

Done at London, 19 November 1976
Entered into force: 1 December 1986

**Convention sur la
Limitation de la
Responsabilité en matière
de créances maritimes
(LLMC 1976)**

Signée à Londres, le 19 novembre 1976
Entrée en vigueur: 1 décembre 1986

Australia	(a)	20.II.1991
Bahamas	(a)	7.VI.1983
Barbados	(a)	6.V.1994
Belgium*	(a)	15.VI.1989
Benin	(a)	1.XI.1985
China* ⁽¹⁾		
Croatia	(a)	2.III.1993
Denmark	(a)	30.V.1984
Egypt	(r)	30.III.1988
Equatorial Guinea	(a)	24.IV.1996
Finland	(a)	8.V.1984
France*	(r)	1.VII.1981
Georgia	(AA)	20.II.1996
Germany*	(a)	12.V.1987
Greece	(r)	3.VII.1991
Guyana	(a)	10.XII.1997

⁽¹⁾ Applies only to the Hong Kong Special Administrative Region.

LLMC 1976

Japan*	(a)	4.VI.1982
Ireland	(a)	2.II.1998
Liberia	(a)	17.II.1981
Marshall Islands	(a)	29.XI.1994
Mexico	(a)	13.V.1994
Netherlands*	(a)	15.V.1990
New Zealand ⁽²⁾	(a)	14.II.1994
Norway*	(r)	30.III.1984
Poland	(a)	28.IV.1986
Spain	(r)	13.XI.1981
Sweden*	(r)	30.III.1984
Switzerland*	(a)	15.XII.1987
Turkey	(a)	6.III.1998
United Arab Emirates	(a)	19.XI.1997
United Kingdom*	(r)	31.I.1980
Vanuatu	(a)	14.IX.1992
Yemen	(a)	6.III.1979

(2) The instrument of accession contained the following statement:
 “AND WHEREAS it is not intended that the accession by the Government of New Zealand to the Convention should extend to Tokelau”.

The United Kingdom declared its ratification to be effective also in respect of:

Bailiwick of Jersey
Bailiwick of Guernsey
Isle of Man
Belize ⁽¹⁾
Bermuda
British Virgin Islands
Cayman Islands
Falkland Islands ⁽²⁾
Gibraltar
Hong Kong
Montserrat
Pitcairn
Saint Helena and Dependencies
Turks and Caicos Islands
United Kingdom Sovereign Base Areas of
Akrotiri and Dhekelia in the Island of Cyprus

(1) Has since become the independent State of Belize to which the Convention applies provisionally.

(2) For the text of communication received from the Governments of Argentina and the United Kingdom, see page 474.

DECLARATIONS, RESERVATIONS AND STATEMENTS**Belgium**

The instrument of accession of the Kingdom of Belgium was accompanied by the following reservation (in the French language):

[Translation]

"In accordance with the provisions of article 18, paragraph 1, Belgium expresses a reservation on article 2, paragraph 1(d) and (e)".

China

By notification dated 5 June 1997 from the People's Republic of China:

[Translation]

"In accordance with article 18, paragraph 1, the Government of the French Republic reserves the right to exclude the application of article 2, paragraphs 1(d) and (e)".

France

The instrument of approval of the French Republic contained the following reservation (in the French language):

[Translation]

"1. with respect to the Hong Kong Special Administrative Region, it reserves the right in accordance with Article 18 (1), to exclude the application of the Article 2 (1)(d)".

German Democratic Republic

The instrument of accession of the German Democratic Republic was accompanied by the following reservation (in the German language):

[Translation]

Article 2, paragraph 1(d) and (e)

"The German Democratic Republic notes that for the purpose of this Convention there is no limitation of liability within its territorial sea and internal waters in respect of the removal of a wrecked ship, the raising, removal or destruction of a ship which is sunk, stranded or abandoned (including anything that is or has been on board such ship). Claims, including liability, derive from the laws and regulations of the German Democratic Republic."

Article 8, paragraph 1

"The German Democratic Republic accepts the use of the Special Drawing Rights merely as a technical unit of account. This does not imply any change in its position toward the International Monetary Fund".

Federal Republic of Germany

The instrument of ratification of the Federal Republic of Germany was accompanied by the following declaration (in the German language):

[Translation]

"...that the said Convention shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany".

"In accordance with art. 18, par. 1 of the Convention, the Federal Republic of Germany reserves the right to exclude the application of art. 2, par. 1(d) and (e) of the Convention"

Japan

The instrument of accession of Japan was accompanied by the following statement (in the English language):

"...the Government of Japan, in accordance with the provision of paragraph 1 of article 18 of the Convention, reserves the right to exclude the application of paragraph 1(d) and (e) of article 2 of the Convention".

Netherlands

The instrument of accession of the Kingdom of the Netherlands contained the following reservation:

"In accordance with article 18, paragraph 1 of the Convention on limitation of liability for maritime claims, 1976, done at London on 19 November 1976, the Kingdom of the Netherlands reserves the right to exclude the application of article 2, paragraph 1(d) and (e) of the Convention".

United Kingdom

The instrument of accession of the United Kingdom of Great Britain and Northern Ireland contained reservation which states that the United Kingdom was "Reserving the right, in accordance with article 18, paragraph 1, of the Convention, on its own behalf and on behalf of the above mentioned territories, to exclude the application of article 2, paragraph 1(d); and to exclude the application of article 2, paragraph 1(e) with regard to Gibraltar only".

NOTIFICATIONS

Article 8(4)**German Democratic Republic**

[Translation]

"The amounts expressed in Special Drawing Rights will be converted into marks of the German Democratic Republic at the exchange rate fixed by the Staatsbank of the German Democratic Republic on the basis of the current rate of the US dollar or of any other freely convertible currency".

China

[Translation]

"The manner of calculation employed with respect to article 8(1) of the Convention concerning the unit of account shall be the method of valuation applied by the International Monetary Fund;"

Poland

"Poland will now calculate financial liabilities mentioned in the Convention in the terms of the Special Drawing Right, according to the following method.

The Polish National Bank will fix a rate of exchange of the SDR to the United States dollar according to the current rates of exchange quoted by Reuter. Next, the US dollar will be converted into Polish zloties at the rate of exchange quoted by the Polish National Bank from their current table of rates of foreign currencies".

Switzerland

"The Federal Council declares, with reference to article 8, paragraphs 1 and 4 of the Convention that Switzerland calculates the value of its national currency in special drawing rights (SDR) in the following way:

The Swiss National Bank (SNB) notifies the International Monetary Fund (IMF) daily of the mean rate of the dollar of the United States of America on the Zurich currency market. The exchange value of one SDR in Swiss francs is determined from that dollar rate and the rate of the SDR in dollars calculated by IMF. On the basis of these values, SNB calculates a mean SDR rate which it will publish in its Monthly Gazette".

United Kingdom

"...The manner of calculation employed by the United Kingdom pursuant to article 8(1) of the Convention shall be the method of valuation applied by the International Monetary Fund".

LLMC 1976

Article 15(2)**Belgium***[Translation]*

"In accordance with the provisions of article 15, paragraph 2, Belgium will apply the provisions of the Convention to inland navigation".

France*[Translation]*

"...- that no limit of liability is provided for vessels navigating on French internal waterways;

- that, as far as ships with a tonnage of less than 300 tons are concerned, the general limits of liability are equal to half those established in article 6 of the Convention...for ships with a tonnage not exceeding 500 tons".

Federal Republic of Germany*[Translation]*

"In accordance with art. 15, par. 2, first sentence, sub-par. (a) of the Convention, the system of limitation of liability to be applied to vessels which are, according to the law of the Federal Republic of Germany, ships intended for navigation on inland waterways, is regulated by the provisions relating to the private law aspects of inland navigation.

In accordance with art. 15, par. 2, first sentence, sub-par. (b) of the Convention, the system of limitation of liability to be applied to ships up to a tonnage of 250 tons is regulated by specific provisions of the law of the Federal Republic of Germany to the effect that, with respect to such a ship, the limit of liability to be calculated in accordance with art. 6, par. 1 (b) of the Convention is half of the limitation amount to be applied with respect to a ship with a tonnage of 500 tons".

Netherlands*Paragraph 2(a)*

"The Act of June 14th 1989 (Staatsblad 239) relating to the limitation of liability of owners of inland navigation vessels provides that the limits of liability shall be calculated in accordance with an Order in Council.

The Order in Council of February 19th 1990 (Staatsblad 96) adopts the following limits of liability in respect of ships intended for navigation on inland waterways.

I. Limits of liability for claims in respect of loss of life or personal injury other than those in respect of passengers of a ship, arising on any distinct occasion:

1. for a ship not intended for the carriage of cargo, in particular a passenger ship, 200 Units of Account per cubic metre of displacement at maximum permitted draught, plus, for ships equipped with mechanical means of propulsion, 700 Units of Account for each kW of the motorpower of the means of propulsion;

2. for a ship intended for the carriage of cargo, 200 Units of Account per ton of the ship's maximum deadweight, plus, for ships equipped with mechanical means of propulsion, 700 Units of Account for each kW of the motorpower of the means of propulsion;

3. for a tug or a pusher, 700 Units of Account for each kW of the motorpower of the means of propulsion;

4. for a pusher which at the time the damage was caused was coupled to barges in a pushed convoy, the amount calculated in accordance with 3 shall be increased by 100 Units of Account per ton of the maximum deadweight of the pushed barges; such increase shall not apply if it is proved that the pusher has rendered salvage services to one or more of such barges;

5. for a ship equipped with mechanical means of propulsion which at the time the damage was caused was moving other ships coupled to this ship, the amount

calculated in accordance with 1, 2 or 3 shall be increased by 100 Units of Account per ton of the maximum deadweight or per cubic metre of displacement of the other ships; such increase shall not apply if it is proved that this ship has rendered salvage services to one or more of the coupled ships;

6. for hydrofoils, dredgers, floating cranes, elevators and all other floating appliances, pontoons or plant of a similar nature, treated as inland navigation ships in accordance with Article 951a, paragraph 4 of the Commercial Code, their value at the time of the incident;

7. where in cases mentioned under 4 and 5 the limitation fund of the pusher or the mechanically propelled ships is increased by 100 Units of Account per ton of maximum deadweight of the pushed barges or per cubic metre of displacement of the other coupled ships, the limitation fund of each barge or of each of the other coupled ships shall be reduced by 100 Units of Account per ton of the maximum deadweight of the barge or by 100 Units of Account per ton of the maximum deadweight or per cubic metre of displacement of the other vessel with respect to claims arising out of the same incident;

however, in no case shall the limitation amount be less than 200,000 Units of Account.

II. The limits of liability for claims in respect of any damage caused by water pollution, other than claims for loss of life or personal injury, are equal to the limits mentioned under I.

III. The limits of liability for all other claims are equal to half the amount of the limits mentioned under I.

IV. In respect of claims arising on any distinct occasion for loss of life or personal injury to passengers of an inland navigation ship, the limit of liability of the owner thereof shall be an amount equal to 60,000 Units of Account multiplied by the number of passengers the ship is authorized to carry according to its legally established capacity or, in the event that the maximum number of passengers the ship is authorized to carry has not been established by law, an amount equal to 60,000 Units of Account multiplied by the number of passengers actually carried on board at the time of the incident. However, the limitation of liability shall in no case be less than 720,000 Units of Account and shall not exceed the following amounts:

(i) 3 million Units of Account for a vessel with an authorized maximum capacity of 100 passengers;

(ii) 6 million Units of Account for a vessel with an authorized maximum capacity of 180 passengers;

(iii) 12 million Units of Account for a vessel with an authorized maximum capacity of more than 180 passengers;

Claims for loss of life or personal injury to passengers have been defined in the same way as in Article 7, paragraph 2 of the Convention on Limitation of Liability for Maritime Claims, 1976.

The Unit of Account mentioned under I-IV is the Special Drawing Right as defined in Article 8 of the Convention on Limitation of Liability for Maritime Claims, 1976."

Paragraph 2(b)

The Act of June 14th 1989 (Staatsblad 241) relating to the limitation of liability for maritime claims provides that with respect to ships which are according to their construction intended exclusively or mainly for the carriage of persons and have a tonnage of less than 300, the limit of liability for claims other than for loss of life or personal injury may be established by Order in Council at a lower level than under the Convention.

The Order in Council of February 19th 1990 (Staatsblad 97) provides that the limit shall be 100,000 Units of Account.

The Unit of Account is the Special Drawing Right as defined in Article 8 of the Convention on Limitation of Liability for Maritime Claims, 1976."

LLMC 1976

Switzerland*[Translation]*

"In accordance with article 15, paragraph 2, of the Convention on Limitation of Liability for Maritime Claims, 1976, we have the honour to inform you that Switzerland has availed itself of the option provided in paragraph 2(a) of the above mentioned article.

Since the entry into force of article 44a of the Maritime Navigation Order of 20 November 1956, the limitation of the liability of the owner of an inland waterways ship has been determined in Switzerland in accordance with the provisions of that article, a copy of which is [reproduced below]:

II. Limitation of liability of the owner of an inland waterways vessel**Article 44a**

1. In compliance with article 5, subparagraph 3c, of the law on maritime navigation, the liability of the owner of an inland waterways vessel, provided in article 126, subparagraph 2c, of the law, shall be limited as follows:

a. in respect of claims for loss of life or personal injury, to an amount of 200 units of account per deadweight tonne of a vessel used for the carriage of goods and per cubic metre of water displaced for any other vessel, increased by 700 units of account per kilowatt of power in the case of mechanical means of propulsion, and to an amount of 700 units of account per kilowatt of power for uncoupled tugs and pusher craft; for all such vessels, however, the limit of liability is fixed at a minimum of 200,000 units of account;

b. in respect of claims for passengers, to the amounts provided by the Convention on Limitation of Liability for Maritime Claims, 1976, to which article 49, subparagraph 1, of the federal law on maritime navigation refers;

c. in respect of any other claims, half of the amounts provided under subparagraph a.

2. The unit of account shall be the special drawing right defined by the International Monetary Fund.

3. Where, at the time when damage was caused, a pusher craft was securely coupled to a pushed barge train, or where a vessel with mechanical means of propulsion was providing propulsion for other vessels coupled to it, the maximum amount of the liability, for the entire coupled train, shall be determined on the basis of the amount of the liability of the pusher craft or of the vessel with mechanical means of propulsion and also on the basis of the amount calculated for the deadweight tonnage or the water displacement of the vessels to which such pusher craft or vessel is coupled, in so far as it is not proved that such pusher craft or such vessel has rendered salvage services to the coupled vessels."

United Kingdom

"...With regard to article 15, paragraph 2(b), the limits of liability which the United Kingdom intend to apply to ships of under 300 tons are 166,677 units of account in respect of claims for loss of life or personal injury, and 83,333 units of account in respect of any other claims."

Article 15(4)**Norway**

"Because a higher liability is established for Norwegian drilling vessels according to the Act of 27 May 1983 (No. 30) on changes in the Maritime Act of 20 July 1893, paragraph 324, such drilling vessels are exempted from the regulations of this Convention as specified in article 15 No. 4."

Sweden

"...In accordance with paragraph 4 of article 15 of the Convention, Sweden has established under its national legislation a higher limit of liability for ships constructed for or adapted to and engaged in drilling than that otherwise provided for in article 6 of the Convention.

**Protocol of 1996 to amend
the convention on
Limitation of Liability
for maritime claims, 1976**

(LLMC PROT 1996)

Done at London, 3 May 1996

Not yet in force

**International Convention on
Salvage, 1989
(SALVAGE 1989)**

Done at London: 28 April 1989

Entered into force: 14 July 1996

**Protocole de 1996 modifiant
la convention de 1976 sur la
Limitation de la
Responsabilité en matière
de créances maritimes**

(LLMC PROT 1996)

Signée à Londres le 3 mai 1996

Pas encore en vigueur

**Convention Internationale de
1989 sur l'Assistance
(ASSISTANCE 1989)**

Signée à Londres le 28 avril 1989

Entrée en vigueur: 14 juillet 1996

Australia	(a)	8.I.1997
Canada*	(r)	14.XI.1994
China*	(a)	30.III.1994
Croatia	(a)	10.IX.1998
Denmark	(r)	30.V.1995
Egypt	(a)	14.III.1991
Georgia	(a)	25.VIII.1995
Greece	(a)	3.VI.1996
Guyana	(a)	10.XII.1997
India	(a)	18.X.1995
Iran, Islamic Republic of*	(a)	1.VIII.1994
Ireland*	(r)	6.VI.1995
Italy	(r)	14.VII.1995
Jordan	(a)	3.X.1995
Marshall Islands	(a)	16.X.1995
Mexico*	(r)	10.X.1991
Netherlands	(A)	10.XII.1997
Nigeria	(r)	11.X.1990
Norway*	(r)	3.XII.1996
Oman	(a)	14.X.1991
Saudi Arabia*	(a)	16.XII.1991
Sweden*	(r)	19.XII.1995
Switzerland	(r)	12.III.1993
United Arab Emirates	(a)	4.X.1993
United Kingdom*	(r)	29.IX.1994
United States	(r)	27.III.1992

The United Kingdom declared its ratification to be effective in respect of:

The Bailiwick of Jersey

The Isle of Man

Falkland Islands ⁽¹⁾

Montserrat

South Georgia and the South Sandwich Islands

⁽¹⁾ The Argentine Government rejects the statement made by the United Kingdom of Great Britain and Northern Ireland on ratifying the International Convention on Salvage, 1989. In that statement, ratification was declared to be effective in respect of the Malvinas Islands, South Georgia and South Sandwich Islands. The Argentine Republic reaffirms its sovereignty over these islands and their surrounding maritime spaces, which constitute an integral part of its national territory".

The Argentine Republic recalls the adoption by the General Assembly of the United Nations, of resolutions 2065(XX) and 3160(XXVIII), 31/49, 37/9, 38/12, 39/6, 40/21, 41/41, 42/19 and 43/25, acknowledging the existence of a dispute concerning sovereignty and urging the Governments of the Argentine Republic and of the United Kingdom of Great Britain and Northern Ireland to enter into negotiations with a view to identifying means of pacific and final settlement of the outstanding problems between the two countries, including all matters concerning the future of the Malvinas Islands, in accordance with the Charter of the United Nations."

The depositary received the following communication, dated 9 May 1995, from the Foreign and Commonwealth Office, London:

"The Government of the United Kingdom of Great Britain and Northern Ireland have noted the declaration of the Government of Argentina regarding the extension by the United Kingdom of the application of the Convention to the Falkland Islands and to South Georgia and the South Sandwich Islands.

The British Government have no doubt about the sovereignty of the United Kingdom over the Falkland Islands and over South Georgia and the South Sandwich Islands and their consequent rights to extend the said Convention to these Territories. The British Government reject as unfounded the claims by the Government of Argentina."

DECLARATIONS, RESERVATIONS AND STATEMENTS

Canada

The instrument of ratification of Canada was accompanied by the following reservation:

"Pursuant to Article 30 of the International Convention on Salvage, 1989, the Government of Canada reserves the right not to apply the provisions of this Convention when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed".

China

The instrument of accession of the People's Republic of China contained the following statement:

[Translation]

"That in accordance with the provisions of article 30, paragraph 1 of the International Convention on Salvage, 1989, the Government of the People's Republic of China

reserves the right not to apply the provisions of article 30, paragraphs 1(a), (b) and (d) of the said Convention”.

Islamic Republic of Iran

The instrument of accession of the Islamic Republic of Iran contained the following reservation:

“The Government of the Islamic Republic of Iran reserves the right not to apply the provisions of this Convention in the cases mentioned in article 30, paragraphs 1(a), (b), (c) and (d)”.

Ireland

The instrument of ratification of Ireland contained the following reservation:

“Reserve the right of Ireland not to apply the provisions of the Convention specified in article 30(1)(a) and (b) thereof”.

Mexico

The instrument of ratification of Mexico contained the following reservation and declaration:

[Translation]

“The Government of Mexico reserves the right not to apply the provisions of this Convention in the cases mentioned in article 30, paragraphs 1(a), (b) (c) and (d), pointing out at the same time that it considers salvage as a voluntary act”.

Norway

The instrument of ratification of the Kingdom of Norway contained the following reservation:

“In accordance with Article 30, subparagraph 1(d) of the Convention, the Kingdom of Norway reserves the right not to apply the provisions of this Convention when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

Saudi Arabia⁽¹⁾

The instrument of accession of Saudi Arabia contained the following reservations:

[Translation]

- “1. This instrument of accession does not in any way whatsoever mean the recognition of Israel; and
2. The Kingdom of Saudi Arabia reserves its right not to implement the rules of this instrument of accession to the situations indicated in paragraphs (a), (b), (c) and (d) of article 30 of this instrument.”

Spain

⁽¹⁾ The depositary received the following communication dated 27 February 1992 from the Embassy of Israel:

“The Government of the State of Israel has noted that the instrument of accession of Saudi Arabia to the above-mentioned Convention contains a declaration with respect to Israel.

In the view of the Government of the State of Israel such declaration, which is explicitly of a political character, is incompatible with the purposes and objectives of this Convention and cannot in any way affect whatever obligations are binding upon Saudi Arabia under general International Law or under particular Conventions.

The Government of the State of Israel will, in so far as concerns the substance of the matter, adopt towards Saudi Arabia an attitude of complete reciprocity.”

*Salvage 1989**Assistance 1989*

The following reservations were made at the time of signature of the Convention:

[Translation]

“In accordance with the provisions of article 30.1(a), 30.1(b) and 30.1(d) of the International Convention on Salvage, 1989, the Kingdom of Spain reserves the right not to apply the provisions of the said Convention:

- when the salvage operation takes place in inland waters and all vessels involved are of inland navigation;

- when the salvage operations take place in inland waters and no vessel is involved. For the sole purposes of these reservations, the Kingdom of Spain understands by ‘inland waters’ not the waters envisaged and regulated under the name of ‘internal waters’ in the United Nations Convention on the Law of the Sea but continental waters that are not in communication with the waters of the sea and are not used by seagoing vessels. In particular, the waters of ports, rivers, estuaries, etc., which are frequented by seagoing vessels are not considered as ‘inland waters’:

- when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

Sweden

The instrument of ratification of the Kingdom of Sweden contained the following reservation:

“Referring to Article 30.1(d) Sweden reserves the right not to apply the provisions of the Convention when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

United Kingdom

The instrument of ratification of the United Kingdom of Great Britain and Northern Ireland contained the following reservation:

“In accordance with the provisions of article 30, paragraph 1(a), (b) and (d) of the Convention, the United Kingdom reserves the right not to apply the provisions of the Convention when:

- (i) the salvage operation takes place in inland waters and all vessels involved are of inland navigation; or

- (ii) the salvage operation takes place in inland waters and no vessel is involved; or .

- (iii) the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

*Oil pollution preparedness 1990***International Convention on
Oil pollution preparedness,
response and co-operation
1990****Convention Internationale de
1990 sur la Preparation, la
lutte et la cooperation en
matière de pollution par les
hydrocarbures**

Done at London: 30 November 1990
Entered into force 13 May 1995.

Signée a Londres le 30 novembre 1990
Entrée en vigueur: 13 Mai 1995.

Argentina*	(r)	13.VII.1994
Australia	(r)	6.VII.1992
Brazil	(a)	21.VII.1998
Canada	(a)	7.III.1994
Chile	(a)	15.X.1997
China	(a)	30.III.1998
Croatia	(a)	12.I.1998
Denmark*	(r)	22.X.1996
Djibouti	(a)	19.I.1998
Egypt	(r)	29.VI.1992
El Salvador	(a)	9.X.1995
Finland	(AA)	21.VI.1993
France	(AA)	21.VII.1993
Georgia	(a)	20.II.1996
Germany	(r)	15.II.1995
Greece	(r)	7.III.1995
Guyana	(a)	10.XII.1997
Iceland	(r)	6.XI.1992
India	(a)	17.XI.1997
Iran (Islamic Republic of)	(a)	25.II.1998
Japan	(a)	17.X.1995
Liberia	(a)	5.X.1995
Malaysia	(a)	30.VII.1997
Marshall Islands	(a)	16.X.1995
Mexico	(a)	13.V.1994
Netherlands	(r)	1.XII.1994
Nigeria	(a)	25.V.1993
Norway	(r)	8.III.1994
Pakistan	(a)	21.VII.1993
Senegal	(r)	24.III.1994
Seychelles	(a)	26.VI.1992
Spain	(r)	12.I.1994
Sweden	(r)	30.III.1992
Switzerland	(a)	4.VII.1996
Tonga	(a)	1.II.1996
Tunisia	(a)	23.X.1995
United Kingdom	(a)	16.IX.1997
United States	(r)	27.III.1992
Uruguay	(s)	27.IX.1994
Venezuela	(r)	12.XII.1994

DECLARATIONS, RESERVATIONS AND STATEMENTS**Argentina⁽¹⁾**

The instrument of ratification of the Argentine Republic contained the following reservation:

[Translation]

"The Argentine Republic hereby expressly reserves its rights of sovereignty and of territorial and maritime jurisdiction over the Malvinas Islands, South Georgia and South Sandwich Islands, and the maritime areas corresponding thereto, as recognized and defined in Law No. 23.968 of the Argentine Nation of 14 August 1991, and repudiates any extension of the scope of the International Convention on Oil Pollution Preparedness, Response and Co-operation, 1990, which may be made by any other State, community or entity to those Argentine island territories and/or maritime areas".

Denmark

The instrument of ratification of the Kingdom of Denmark contained the following reservation:

[Translation]

"That the Convention will not apply to the Faroe Islands nor to Greenland, pending a further decision".

By a communication dated 27 November 1996 the depositary was informed that Denmark withdraws the reservation with respect to the territory of Greenland.

⁽¹⁾ The depositary received, on 22 February 1996, the following communication from the Foreign and Commonwealth Office of the United Kingdom:

"The Government of the United Kingdom of Great Britain and Northern Ireland have noted the declaration of the Government of Argentina concerning rights of sovereignty and of territorial and maritime jurisdiction over the Falkland Islands and South Georgia and the South Sandwich Islands.

The British Government have no doubt about the sovereignty of the United Kingdom over the Falkland Islands, as well as South Georgia and the South Sandwich Islands. The British Government can only reject as unfounded the claims by the Government of Argentina."

**International Convention on
Liability and Compensation
for damage in connection
with the carriage of hazardous
and noxious substances by
sea, 1996**

(HNS 1996)

Done at London, 3 May 1996
Not yet in force.

**Convention Internationale de 1996
sur la responsabilité
et l'indemnisation pour les
dommages liés au transport
par mer de substances nocives
et potentiellement dangereuses**

(HNS 1996)

Signée à Londres le 3 mai 1996
Pas encore en vigueur.

**STATUS OF THE RATIFICATIONS OF
AND ACCESSIONS TO UNITED NATIONS
AND UNITED NATIONS/IMO CONVENTIONS
IN THE FIELD OF PUBLIC AND
PRIVATE MARITIME LAW**

**ETAT DES RATIFICATIONS ET ADHESIONS
AUX CONVENTIONS DES NATIONS UNIES ET
AUX CONVENTIONS DES NATIONS UNIES/OMI
EN MATIERE DE DROIT MARITIME PUBLIC
ET DE DROIT MARITIME PRIVE**

r	=	ratification
a	=	accession
A	=	acceptance
AA	=	approval
S	=	definitive signature

Notes de l'éditeur / Editor's notes:

- Les dates mentionnées sont les dates du dépôt des instruments.
- The dates mentioned are the dates of the deposit of instruments.

*Code of conduct 1974**Code de conduite 1974*

**United Nations Convention on a
Code of Conduct
for liner conferences**

Geneva, 6 April 1974

Entered into force: 6 October 1983

**Convention des Nations Unies sur
un
Code de Conduite
des conférences maritimes**

Genève, 6 avril 1974

Entrée en vigueur: 6 octobre 1983

Algeria	(r)	12.XII.1986
Aruba	(a)	1.I.1986
Bangladesh	(a)	24.VII.1975
Barbados	(a)	29.X.1980
Belgium	(r)	30.IX.1987
Belarus	(A)	28.VI.1979
Benin	(a)	27.X.1975
Bulgaria	(a)	12.VII.1979
Burkina Faso	(a)	30.III.1989
Cameroon	(a)	15.VI.1976
Cape Verde	(a)	13.I.1978
Central African Republic	(a)	13.V.1977
Chile	(S)	25.VI.1975
China	(a)	23.IX.1980
Congo	(a)	26.VII.1982
Costa Rica	(r)	27.X.1978
Croatia	(r)	8.X.1991
Cuba	(a)	23.VII.1976
Czech Republic	(AA)	4.VI.1979
Denmark (except Greenland and the Faroe Islands)	(a)	28.VI.1985
Egypt	(a)	25.I.1979
Ethiopia	(r)	1.IX.1978
Finland	(a)	31.XII.1985
France	(AA)	4.X.1985
Gabon	(r)	5.VI.1978
Gambia	(S)	30.VI.1975
Germany	(r)	6.IV.1983
Ghana	(r)	24.VI.1975
Gibraltar	(a)	28.VI.1985
Guatemala	(r)	3.III.1976
Guinea	(a)	19.VIII.1980
Guyana	(a)	7.I.1980
Honduras	(a)	12.VI.1979
Hong Kong	(a)	28.VI.1985
India	(r)	14.II.1978
Indonesia	(r)	11.I.1977
Iraq	(a)	25.X.1978

*Code of conduct 1974**Code de conduite 1974*

Italy	(a)	30.V.1989
Ivory Coast	(r)	17.II.1977
Jamaica	(a)	20.VII.1982
Jordan	(a)	17.III.1980
Kenya	(a)	27.II.1978
Korea, Republic of	(a)	11.V.1979
Kuwait	(a)	31.III.1986
Lebanon	(a)	30.IV.1982
Madagascar	(a)	23.XII.1977
Malaysia	(a)	27.VIII.1982
Mali	(a)	15.III.1978
Mauritania	(a)	21.III.1988
Mauritius	(a)	16.IX.1980
Mexico	(a)	6.V.1976
Morocco	(a)	11.II.1980
Mozambique	(a)	21.IX.1990
Netherlands (for the Kingdom in Europe only)	(a)	6.IV.1983
Niger	(r)	13.I.1976
Nigeria	(a)	10.IX.1975
Norway	(a)	28.VI.1985
Pakistan	(S)	27.VI.1975
Peru	(a)	21.XI.1978
Philippines	(r)	2.III.1976
Portugal	(a)	13.VI.1990
Romania	(a)	7.I.1982
Russian Federation	(A)	28.VI.1979
Saudi Arabia	(a)	24.V.1985
Senegal	(r)	20.V.1977
Sierra Leone	(a)	9.VII.1979
Slovakia	(AA)	4.VI.1979
Slovenia	(AA)	4.VI.1979
Somalia	(a)	14.XI.1988
Spain	(a)	3.II.1994
Sri Lanka	(S)	30.VI.1975
Sudan	(a)	16.III.1978
Sweden	(a)	28.VI.1985
Togo	(r)	12.I.1978
Trinidad and Tobago	(a)	3.III.1983
Tunisia	(a)	15.III.1979
Ukraine	(A)	26.VI.1979
United Kingdom	(a)	28.VI.1985
United Republic of Tanzania	(a)	3.XI.1975
Uruguay	(a)	9.VII.1979
Venezuela	(S)	30.VI.1975
Yugoslavia	(r)	7.VII.1980
Zaire	(a)	25.VII.1977
Zambia	(a)	8.IV.1988

**United Nations Convention
on the
Carriage of goods by sea**

**Hamburg, 31 March 1978
“HAMBURG RULES”**

Entry into force:
1 November 1992

**Convention des Nations Unies
sur le
Transport de marchandises
par mer**

**Hambourg 31 mars 1978
“REGLES DE HAMBOURG”**

Entrée en vigueur:
1 novembre 1992

Austria	(r)	29.VII.1993
Barbados	(a)	2.II.1981
Botswana	(a)	16.II.1988
Burkina Faso	(a)	14.VIII.1989
Cameroon	(a)	21.X.1993
Chile	(r)	9.VII.1982
Czech Republic ⁽¹⁾	(r)	23.VI.1995
Egypt	(r)	23.IV.1979
Gambia	(r)	7.II.1996
Georgia	(a)	21.III.1996
Guinea	(r)	23.I.1991
Hungary	(r)	5.VII.1984
Kenya	(a)	31.VII.1989
Lebanon	(a)	4.IV.1983
Lesotho	(a)	26.X.1989
Malawi	(r)	18.III.1991
Morocco	(a)	12.VI.1981
Nigeria	(a)	7.XI.1988
Romania	(a)	7.I.1982
Senegal	(r)	17.III.1986
Sierra Leone	(r)	7.X.1988
Tanzania, United Republic of	(a)	24.VII.1979
Tunisia	(a)	15.IX.1980
Uganda	(a)	6.VII.1979
Zambia	(a)	7.X.1991

⁽¹⁾ The Convention was signed on 6 march 1979 by the former Czechoslovakia. Respectively on 28 May 1993 and on 2 Jun 1993 the Slovak Republic and the Czech Republic deposited instruments of succession. The Czech Republic then deposited instrument of ratification on 23 Jun 1995.

*Multimodal transport 1980**UNCLOS 1982*

**United Nations Convention
on the
International multimodal
transport of goods**

Geneva, 24 May 1980
Not yet in force.

**Convention des Nations Unies
sur le
Transport multimodal
international de
marchandises**

Genève 24 mai 1980
Pas encore en vigueur.

Chile	(r)	7.IV.1982
Malawi	(a)	2.II.1984
Mexico	(r)	11.II.1982
Morocco	(r)	21.I.1993
Rwanda	(a)	15.IX.1987
Senegal	(r)	25.X.1984
Zambia	(a)	7.X.1991

**United Nations Convention
on the Law of the Sea
(UNCLOS 1982)**

Montego Bay 10 December 1982
Entered into force:
16 November 1994

**Convention des Nations
Unies sur les Droit de la Mer**

Montego Bay 10 decembre 1982
Entrée en vigueur:
16 Novembre 1994

Angola	5.XII.1990
Antigua and Barbuda	2.II.1989
Argentina	1.XII.1995
Australia	5.X.1994
Austria	14.VII.1995
Bahamas	29.VII.1983
Bahrain	30.V.1985
Barbados	12.X.1993
Belize	13.VIII.1983
Bolivia	28.IV.1995
Bosnia and Herzegovina	12.I.1994
Botswana	2.V.1990
Brazil	22.XII.1988
Cameroon	19.XII.1985
Cape Verde	10.VIII.1987
Comoros	21.VI.1994
Cook Islands	15.II.1995

UNCLOS 1982

Costa Rica	21.IX.1992
Croatia	5.IV.1995
Cyprus	12.XII.1988
Cuba	12.XII.1988
Djibouti	8.X.1991
Dominica	24.X.1991
Egypt	26.VIII.1983
Fiji	10.XII.1982
Gambia	22.V.1984
Germany	14.X.1994
Ghana	7.VI.1983
Greece	21.VII.1995
Grenada	25.IV.1991
Guinea	6.IX.1985
Guinea-Bissau	24.VIII.1986
Guyana	16.XI.1993
Honduras	5.X.1993
Iceland	21.VI.1985
India	29.VI.1995
Indonesia	3.II.1986
Iraq	30.VII.1985
Italy	13.I.1995
Ivory Coast	26. III.1984
Jamaica	21.III.1983
Jordan	27.11.1995
Kenya	2.III.1989
Korea, Republic of	29.I.1996
Kuwait	2.V.1986
Lebanon	5.I.1995
Macedonia	19.8.1994
Mali	16.VII.1985
Malta	20.V.1993
Marshall Islands	9.VIII.1991
Mauritius	4.XI.1994
Mexico	18.III.1983
Micronesia	29.VI.1991
Namibia, United Nations Council for	18.VI.1983
Nauru	23.I.1996
Nigeria	14.VIII.1986
Oman	17.VIII.1989
Paraguay	26.IX.1986
Philippines	8.V.1984
Samoa	14.VIII.1995
St. Lucia	27. III.1985
St. Kitts and Nevis	7.I.1993

UNCLOS 1982

St. Vincent and the Grenadines	1.X.1993
Sao Tomé and Príncipe	3.XI.1987
Senegal	25.X.1984
Seychelles	16.IX.1991
Sierra Leone	12.XII.1994
Singapore	17.XI.1994
Slovenia	16.VI.1995
Sri Lanka	19.VII.1994
Somalia	24.VII.1989
Sudan	23.I.1985
Tanzania	30.IX.1985
Togo	16.IV.1985
Tonga	2.VIII.1995
Trinidad and Tobago	25.IV.1986
Tunisia	24.IV.1985
Uganda	9.XI.1990
Uruguay	10.XII.1992
Viet Nam	25.VII.1994
Yemen, Democratic Republic of	21.VII.1987
Yugoslavia	5.V.1986
Zaire	17.II.1989
Zambia	7.III.1983
Zimbabwe	24.II.1993

*Registration of ships 1986**MLM 1993*

**United Nations Convention
on Conditions for
Registration of ships**

Geneva, 7 February 1986
Not yet in force.

**Convention des Nations
Unies sur les Conditions d'
Immatriculation des navires**

Genève, 7 février 1986
Pas encore entrée en vigueur.

Egypt	(r)	9.I.1992
Ghana	(a)	29.VIII.1990
Haiti	(a)	17.V.1989
Hungary	(a)	23.I.1989
Iraq	(a)	1.II.1989
Ivory Coast	(r)	28.X.1987
Libyan Arab Jamahiriya	(r)	28.II.1989
Mexico	(r)	21.I.1988
Oman	(a)	18.X.1990

**United Nations Convention on
the Liability of operators of
transport terminals in
the international trade**

Done at Vienna 19 April 1991
Not yet in force.

**Convention des Nations Unies sur
la Responsabilité des
exploitants de terminaux
transport dans le commerce
international**

Signée à Vienne 19 avril 1991
Pas encore entrée en vigueur.

Georgia	(a)	21.III.1996
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**International Convention on
Maritime liens and
mortgages, 1993**

Done at Geneva,
6 May 1993
Not yet in force.

**Convention Internationale de
1993 su les Privilèges
et hypothèques maritimes**

Signée à Genève
le 6 mai 1993
Pas encore en vigueur.

**STATUS OF THE RATIFICATIONS OF
AND ACCESSIONS TO UNIDROIT CONVENTIONS
IN THE FIELD OF PRIVATE MARITIME LAW**

**ETAT DES RATIFICATIONS ET ADHESIONS
AUX CONVENTIONS D'UNIDROIT EN MATIERE
DE DROIT MARITIME PRIVE**

**Unidroit Convention on
International financial
leasing 1988**

Done at Ottawa 28 May 1988
Entered into force.
1 May 1995

**Convention de Unidroit sur
le Creditbail international
1988**

Signée à Ottawa 28 mai 1988
Entré en vigueur:
1 Mai 1995

France	23.IX.1991
Hungary	7.V.1996
Italy	29.XI.1993
Latvia	6.VIII.1997
Nigeria	25.X.1994
Panama	26.III.1997

CONFERENCES

OF THE COMITE MARITIME INTERNATIONAL

I. BRUSSELS - 1897

President: Mr. Auguste BEERNAERT.

Subjects: Organization of the International Maritime Committee -
Collision - Shipowners' Liability.

II. ANTWERP - 1898

President: Mr. Auguste BEERNAERT.

Subjects: Liability of Owners of sea-going vessels.

III. LONDON - 1899

President: Sir Walter PHILLIMORE.

Subjects: Collisions in which both ships are to blame - Shipowners' liability.

IV. PARIS - 1900

President: Mr. LYON-CAEN.

Subjects: Assistance, salvage and duty to tender assistance - Jurisdiction in collision matters.

V. HAMBURG - 1902

President: Dr. Friedrich SIEVEKING.

Subjects: International Code on Collision and Salvage at Sea - Jurisdiction in collision matters - Conflict of laws as to owner-ship of vessels.

VI. AMSTERDAM - 1904

President: Mr. E.N. RAHUSEN.

Subjects: Conflicts of law in the matter of Mortgages and Liens on ships. -
Jurisdiction in collision matters - Limitation of Shipowners' Liability.

VII. LIVERPOOL - 1905

President: Sir William R. KENNEDY.

Subjects: Limitation of Shipowners' Liability - Conflict of Laws as to
Maritime Mortgages and Liens - Brussels Diplomatic Conference.

CONFERENCES

DU COMITE MARITIME INTERNATIONAL

I. BRUXELLES - 1897

Président: Mr. Auguste BEERNAERT.

Sujets: Organisation du Comité Maritime International - Abordage - Responsabilité des propriétaires de navires de mer.

II. ANVERS - 1898

Président: Mr. Auguste BEERNAERT.

Sujets: Responsabilité des propriétaires de navires de mer.

III. LONDRES - 1899

Président: Sir Walter PHILLIMORE.

Sujets: Abordages dans lesquels les deux navires sont fautifs - Responsabilité des propriétaires de navires.

IV. PARIS - 1900

Président: Mr. LYON-CAEN

Sujets: Assistance, sauvetage et l'obligation de prêter assistance - Compétence en matière d'abordage.

V. HAMBURG - 1902

Président: Dr. Friedrich SIEVEKING.

Sujets: Code international pour l'abordage et le sauvetage en mer - Compétence en matière d'abordage. - Conflits de lois concernant la propriété des navires - Privilèges et hypothèques sur navires.

VI. AMSTERDAM - 1904

Président: Mr. E.N. RAHUSEN.

Sujets: Conflits de lois en matières de privilèges et hypothèques sur navires. - Compétence en matière d'abordage - Limitation de la responsabilité des propriétaires de navires.

VII. LIVERPOOL - 1905

Président: Sir William R. KENNEDY.

Sujets: Limitation de la responsabilité des propriétaires de navires - Conflits de lois en matière de privilèges et hypothèques - Conférence Diplomatique de Bruxelles.

Conferences of the Comité Maritime International

VIII. VENICE - 1907

President: Mr. Alberto MARGHERI.*Subjects:* Limitation of Shipowners' Liability - Maritime Mortgages and Liens - Conflict of law as to Freight.

IX. BREMEN - 1909

President: Dr. Friedrich SIEVEKING.*Subjects:* Conflict of laws as to Freight - Compensation in respect of personal injuries - Publication of Maritime Mortgages and Liens.

X. PARIS - 1911

President: Mr. Paul GOVARE.*Subjects:* Limitation of Shipowners' Liability in the event of loss of life or personal injury - Freight.

XI. COPENHAGEN - 1913

President: Dr. J.H. KOCH.*Subjects:* London declaration 1909 - Safety of Navigation - International Code of Affreightment - Insurance of enemy property.

XII. ANTWERP - 1921

President: Mr. Louis FRANCK.*Subjects:* International Conventions relating to Collision and Salvage at sea. - Limitation of Shipowners' Liability - Maritime Mortgages and Liens - Code of Affreightment - Exonerating clauses.

XIII LONDON - 1922

President: Sir Henry DUKE.*Subjects:* Immunity of State-owned ships - Maritime Mortgage and Liens. - Exonerating clauses in Bills of lading.

XIV. GOTHENBURG - 1923

President: Mr. Efiel LÖFGREN.*Subjects:* Compulsory insurance of passengers - Immunity of State owned ships - International Code of Affreightment - International Convention on Bills of Lading.

XV. GENOA - 1925

President: Dr. Francesco BERLINGIERI.*Subjects:* Compulsory Insurance of passengers - Immunity of State owned ships - International Code of Affreightment - Maritime Mortgages and Liens.

XVI. AMSTERDAM - 1927

President: Mr. B.C.J. LODER.*Subjects:* Compulsory insurance of passengers - Letters of indemnity - Ratification of the Brussels Conventions.

Conférences du Comité Maritime International

VIII. VENISE - 1907

Président: Mr. Alberto MARGHERI.*Sujets:* Limitation de la responsabilité des propriétaires de navires
Privilèges et hypothèques maritimes - Conflits de lois relatifs au fret.

IX. BREME - 1909

Président: Dr. Friedrich SIEVEKING.*Sujets:* Conflits de lois relatifs au fret - Indemnisation concernant des
lésions corporelles - Publications des privilèges et hypothèques
maritimes.

X. PARIS - 1911

Président: Mr. Paul GOVARE.*Sujets:* Limitation de la responsabilité des propriétaires de navires en cas
de perte de vie ou de lésions corporelles - Fret.

XI. COPENHAGUE - 1913

Président: Dr. J.H. KOCH.*Sujets:* Déclaration de Londres 1909 - Sécurité de la navigation - Code
international de l'affrètement - Assurance de propriétés ennemies.

XII. ANVERS - 1921

Président: Mr. Louis FRANCK.*Sujets:* Convention internationale concernant l'abordage et la sauvetage en
mer - Limitation de la responsabilité des propriétaires de navires de
mer - Privilèges et hypothèques maritimes - Code de l'affrètement -
Clauses d'exonération dans les connaissements.

XIII. LONDRES - 1922

Président: Sir Henry DUKE.*Sujets:* Immunité des navires d'Etat - Privilèges et hypothèques maritimes
- Clauses d'exonération dans les connaissements.

XIV. GOTHEMBOURG - 1923

Président: Mr. Efiel LÖFGREN.*Sujets:* Assurance obligatoire des passagers - Immunité des navires d'Etat.
- Code international de l'affrètement - Convention internationale des
connaissements.

XV. GENES - 1925

Président: Dr. Francesco BERLINGIERI.*Sujets:* Assurance obligatoire des passagers - Immunité des navires d'Etat.
- Code international de l'affrètement - Privilèges et hypothèques
maritimes.

XVI. AMSTERDAM - 1927

Président: Mr. B.C.J. LODER.*Sujets:* Assurance obligatoire des passagers - Lettres de garantie -
Ratification des Conventions de Bruxelles.

Conferences of the Comité Maritime International

XVII. ANTWERP - 1930

President: Mr. Louis FRANCK.

Subjects: Ratification of the Brussels Conventions - Compulsory insurance of passengers - Jurisdiction and penal sanctions in matters of collision at sea.

XVIII. OSLO - 1933

President: Mr. Edvin ALTEN.

Subjects: Ratification of the Brussels Conventions - Civil and penal jurisdiction in matters of collision on the high seas - Provisional arrest of ships - Limitation of Shipowners' Liability.

XIX. PARIS - 1937

President: Mr. Georges RIPERT.

Subjects: Ratification of the Brussels Conventions - Civil and penal jurisdiction in the event of collision at sea - Arrest of ships - Commentary on the Brussels Conventions - Assistance and Salvage of and by Aircraft at sea.

XX. ANTWERP - 1947

President: Mr. Albert LILAR.

Subjects: Ratification of the Brussels Conventions, more especially of the Convention on Immunity of State-owned ships - Revision of the Convention on Limitation of the Liability of Owners of sea-going vessels and of the Convention on Bills of Lading - Examination of the three draft conventions adopted at the Paris Conference 1937 - Assistance and Salvage of and by Aircraft at sea - York and Antwerp Rules; rate of interest.

XXI. AMSTERDAM - 1948

President: Prof. J. OFFERHAUS

Subjects: Ratification of the Brussels International Convention - Revision of the York-Antwerp Rules 1924 - Limitation of Shipowners' Liability (Gold Clauses) - Combined Through Bills of Lading - Revision of the draft Convention on arrest of ships - Draft of creation of an International Court for Navigation by Sea and by Air.

XXII. NAPLES - 1951

President: Mr. Amedeo GIANNINI.

Subjects: Brussels International Conventions - Draft convention relating to Provisional Arrest of Ships - Limitation of the liability of the Owners of Sea-going Vessels and Bills of Lading (Revision of the Gold clauses) - Revision of the Conventions of Maritime Hypothèques and Mortgages - Liability of Carriers by Sea towards Passengers - Penal Jurisdiction in matters of collision at Sea.

Conférences du Comité Maritime International

XVII. ANVERS - 1930

Président: Mr. Louis FRANCK.

Sujets: Ratification des Conventions de Bruxelles - Assurance obligatoire des passagers - Compétence et sanctions pénales en matière d'abordage en mer.

XVIII. OSLO - 1933

Président: Mr. Edvin ALTEN.

Sujets: Ratification des Conventions de Bruxelles - Compétence civile et pénale en matière d'abordage en mer - Saisie conservatoire de navires - Limitation de la responsabilité des propriétaires de navires.

XIX. PARIS - 1937

Président: Mr. Georges RIPERT.

Sujets: Ratification des Conventions de Bruxelles - Compétence civile et pénale en matière d'abordage en mer - Saisie conservatoire de navires - Commentaires sur les Conventions de Bruxelles - Assistance et Sauvetage et par avions en mer.

XX. ANVERS - 1947

Président: Mr. Albert LILAR.

Sujets: Ratification des Conventions de Bruxelles, plus spécialement de la Convention relative à l'immunité des navires d'Etat - Revision de la Convention sur la limitation de la responsabilité des propriétaires de navires et de la Convention sur les connaissements - Examen des trois projets de convention adoptés à la Conférence de Paris de 1936 - Assistance et sauvetage de et par avions en mer - Règles d'York et d'Anvers; taux d'intérêt.

XXI. AMSTERDAM - 1948

Président: Prof. J. OFFERHAUS.

Sujets: Ratification des Conventions internationales de Bruxelles - Révision des règles d'York et d'Anvers 1924 - Limitation de la responsabilité des propriétaires de navires (clause or) - Connaissements directs combinés - Révision du projet de convention relatif à la saisie conservatoire de navires - Projet de création d'une cour internationale pour la navigation par mer et par air.

XXII. NAPLES - 1951

Président: Mr. Amedeo GIANNINI.

Sujets: Conventions internationales de Bruxelles - Projet de Convention concernant la saisie conservatoire de navires - Limitation de la responsabilité des propriétaires de navires de mer - Connaissements (Révision de la clause-or) - Responsabilité des transporteurs par mer à l'égard des passagers - Compétence pénale en matière d'abordage en mer.

Conferences of the Comité Maritime International

XXIII. MADRID - 1955

President: Mr. Albert LILAR.

Subjects: Limitation of Shipowners' Liability - Liability of Sea Carriers towards passengers - Stowaways - Marginal clauses and letters of indemnity.

XXIV. RIJEKA - 1959

President: Mr. Albert LILAR

Subjects: Liability of operators of nuclear ships - Revision of Article X of the International Convention for the Unification of certain Rules of law relating to Bills of Lading - Letters of Indemnity and Marginal clauses. Revision of Article XIV of the International Convention for the Unification of certain rules of Law relating to assistance and salvage at sea - International Statute of Ships in Foreign ports - Registry of operations of ships.

XXV. ATHENS - 1962

President: Mr. Albert LILAR

Subjects: Damages in Matters of Collision - Letters of Indemnity - International Statute of Ships in Foreign Ports - Registry of Ships - Coordination of the Convention of Limitation and on Mortgages - Demurrage and Despatch Money - Liability of Carriers of Luggage.

XXVI. STOCKHOLM - 1963

President: Mr. Albert LILAR

Subjects: Bills of Lading - Passenger Luggage - Ships under construction.

XXVII. NEW YORK - 1965

President: Mr. Albert LILAR

Subjects: Revision of the Convention on Maritime Liens and Mortgages.

XXVIII. TOKYO - 1969

President: Mr. Albert LILAR

Subjects: "Torrey Canyon" - Combined Transports - Coordination of International Convention relating to Carriage by Sea of Passengers and their Luggage.

XXIX. ANTWERP - 1972

President: Mr. Albert LILAR

Subjects: Revision of the Constitution of the International Maritime Committee.

XXX. HAMBURG - 1974

President: Mr. Albert LILAR

Subjects: Revisions of the York/Antwerp Rules 1950 - Limitation of the Liability of the Owners of Seagoing vessels - The Hague Rules.

Conférences du Comité Maritime International

XXIII. MADRID - 1955*Président:* Mr. Albert LILAR*Sujets:* Limitation de la responsabilité des propriétaires de navires - Responsabilité des transporteurs par mer à l'égard des passagers - Passagers clandestins - Clauses marginales et lettres de garantie.**XXIV. RIJEKA - 1959***Président:* Mr. Albert LILAR*Sujets:* Responsabilité des exploitants de navires nucléaires - Revision de l'article X de la Convention internationale pour l'unification de certaines règles de droit en matière de connaissements - Lettres de garantie et clauses marginales - Révision de l'article XIV de la Convention internationale pour l'unification de certaines règles de droit relatives à l'assistance et au sauvetage en mer - Statut international des navires dans des ports étrangers - Enregistrement des exploitants de navires.**XXV. ATHENES - 1962***Président:* Mr. Albert LILAR*Sujets:* Domages et intérêts en matière d'abordage - Lettres de garantie - Statut international des navires dans des ports étrangers - Enregistrement des navires - Coordination des conventions sur la limitation et les hypothèques - Surestaries et primes de célérité - Responsabilité des transporteurs des bagages.**XXVI. STOCKHOLM - 1963***Président:* Mr. Albert LILAR*Sujets:* Connaissements - Bagages des passagers - Navires en construction.**XXVII. NEW YORK - 1965***Président:* Mr. Albert LILAR*Sujets:* Révision de la Convention sur les Privilèges et Hypothèques maritimes.**XXVIII. TOKYO - 1969***Président:* Mr. Albert LILAR*Sujets:* "Torrey Canyon" - Transport combiné - Coordination des Conventions relatives au transport par mer de passagers et de leurs bagages.**XXIX. ANVERS - 1972***Président:* Mr. Albert LILAR.*Sujets:* Révision des Statuts du Comité Maritime International.**XXX. HAMBOURG - 1974***Président:* Mr. Albert LILAR*Sujets:* Révisions des Règles de York/Anvers 1950 - Limitation de la responsabilité des propriétaires de navires de mer - Les Règles de La Haye.

Conferences of the Comité Maritime International

XXXI. RIO DE JANEIRO - 1977

President: Prof. Francesco BERLINGIERI*Subjects:* Draft Convention on Jurisdiction, Choice of law and Recognition and enforcement of Judgements in Collision matters. Draft Convention on Off-Shore Mobile Craft.

XXXII MONTREAL - 1981

President: Prof. Francesco BERLINGIERI*Subjects:* Convention for the unification of certain rules of law relating to assistance and salvage at sea - Carriage of hazardous and noxious substances by sea.

XXXIII. LISBON- 1985

President: Prof. Francesco BERLINGIERI*Subjects:* Convention on Maritime Liens and Mortgages - Convention on Arrest of Ships.

XXXIV. PARIS - 1990

President: Prof. Francesco BERLINGIERI*Subjects:* Uniformity of the Law of Carriage of Goods by Sea in the 1990's - CMI Uniform Rules for Sea Waybills - CMI Rules for Electronic Bills of Lading - Revision of Rule VI of the York-Antwerp Rules 1974.

XXXV. SYDNEY - 1994

President: Prof. Allan PHILIP*Subjects:* Review of the Law of General Average and York-Antwerp Rules 1974 (as amended 1990) - Draft Convention on Off-Shore Mobile Craft - Assessment of Claims for Pollution Damage - *Special Sessions:* Third Party Liability - Classification Societies - Marine Insurance: Is the doctrine of Utmost Good Faith out of date?

XXXVI. ANTWERP - 1997 - CENTENARY CONFERENCE

President: Prof. Allan PHILIP*Subjects:* Off-Shore Mobile Craft - Towards a Maritime Liability Convention - EDI - Collision and Salvage - Wreck Removal Convention - Maritime Liens and Mortgages, Arrest of Ships - Classification Societies - Carriage of Goods by Sea - The Future of CMI.

XXXI. RIO DE JANEIRO - 1977

Président: Prof. Francesco BERLINGIERI

Sujets: Projet de Convention concernant la compétence, la loi applicable, la reconnaissance et l'exécution de jugements en matière d'abordages en mer. Projet de Convention sur les Engines Mobiles "Off-Shore".

XXXII. MONTREAL - 1981

Président: Prof. Francesco BERLINGIERI

Sujets: Convention pour l'unification de certaines règles en matière d'assistance et de sauvetage maritime - Transport par mer de substances nocives ou dangereuses.

XXXIII. LISBONNE - 1985

Président: Prof. Francesco BERLINGIERI

Sujets: Convention sur les Hypothèques et privilèges maritimes - Convention sur la Saisie des Navires.

XXXIV. PARIS - 1990

Président: Prof. Francesco BERLINGIERI

Sujets: Uniformisation de la Loi sur le transport de marchandises par mer dans les années 1990 - Règles Uniformes du CMI relatives aux Lettres de transport maritime - Règles du CMI relatives aux connaissances électroniques - Révision de la Règle VI des Règles de York et d'Anvers 1974.

XXXV. SYDNEY - 1994

Président: Prof. Allan PHILIP

Sujets: Révision de la loi sur l'Avarie Commune et des Règles de York et d'Anvers 1974 (amendées en 1990) - Projet de Convention sur les Engins Mobiles d'Exploitation des Fonds Marins - *Session Spéciales:* Responsabilité Civile - Sociétés de Classification - Assurances Maritimes: *Is the doctrine of Utmost Good Faith out of date?*

XXXVI. ANVERS - 1997 - CONFERENCE DU CENTENAIRE

Président: Prof. Allan PHILIP

Sujets: Engines Mobiles Off-Shore - Vers une Convention sur la Responsabilité Maritime - EDI - Abordage et Assistance - Convention sur l'Enlèvement des Epaves - Privilèges et Hypothèques Maritimes, Saisie des Navires - Sociétés de Classification - Transport de Marchandises par Mer - L'Avenir du CMI.

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