

**INTERNATIONAL MARITIME COMMITTEE**

**CONSTITUTION**

**MEMBERS**

**MARITIME CONVENTIONS OF BRUSSELS**

**RATIFICATIONS AND ACCESSIONS**

**CONFERENCE**

**OF**

**ATHENS**

**ATTENDANCE**

**MINUTES**

**RESOLUTIONS**

**1962**

*Will the Hellenic Association of Maritime Law please find by this the expression of the gratitude of all members of the International Maritime Committee for the magnificent hospitality kindly offered to them.*

# CONSTITUTION

of the International Maritime Committee

## Article 1.

The Object of the Comité Maritime International is to promote, by the establishment of National Associations, by Conferences, by publications and by any other activities or means, the unification of international maritime and commercial Law and practice, whether by Treaty or Convention or by establishing uniformity of domestic laws, usages, customs or practices.

## Article 2.

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

## Article 3.

The Comité Maritime International shall consist of :

### I. *National Associations.*

The number of National Associations is unlimited.

The National Associations are formed in accordance with their respective domestic laws, but their main object must be in accord with that recited in Article I. Nevertheless, they may pursue objects of national interest provided that these do not conflict with the main object.

The National Associations shall use their utmost endeavour to enlist the recognized specialists in commerce and in law in their respective Countries, and should be in a position to maintain relations with their governmental authorities, so that they shall truly represent all commercial and maritime interests in their countries and shall perform their function with the maximum efficiency.

They shall elect their own Members, appoint their own Delegates and be responsible for their own administration, and for planning their own work in accordance with the programs and general directives laid down from time to time by the central administration of the Comité Maritime International.

At least once a year they must report to the Administrative Council upon their activities and upon the progress made by them in their Countries.

## *2. Titulary Members.*

Titulary Members are appointed for life by the Bureau Permanent, upon the proposal of the National Associations concerned to the number of twelve per Association, exclusive of Members of the Bureau Permanent, who are Titulary Members as of right.

The Bureau Permanent shall in appointing Titulary Members have regard to the services rendered by the candidates to the Comité Maritime International and to the position which they have achieved in legal or maritime affairs.

## **Article 4.**

The central authorities of the Comité Maritime International are : the Bureau Permanent and the Administrative Council.

The present Members of the Bureau Permanent are appointed by this Constitution : in the event of a vacancy, it shall be filled by an absolute majority of the votes of the Bureau Permanent.

A. The Bureau Permanent shall consist of :

1. (a) a President;
- (b) one or more Vice-Presidents;
- (c) one or more Secretaries General and Secretaries;
- (d) a Treasurer;
- (e) an Administrative Secretary, whose functions may be performed by a firm or body corporate.

These Officers shall be chosen amongst the members of the Bureau Permanent, by an absolute majority of the votes of the Members of that body.

2. One Member for each National Association appointed upon the proposal of that Association.

B. The Administrative Council shall consist of the President the Secretaries-General and the Secretaries, the Treasurer and the Administrative Secretary.

C. The present Members of the Bureau Permanent are those mentioned under Article 9 appointed for life but a Member may determine his membership by voluntary retirement, or be dismissed by the unanimous decision upon staded grounds of all the other Members, or, with the exception of the Members of the Administrative Council or the Vice-Presidents, by the decision in writing of the National Association which that Member represents upon the Bureau Permanent.

The Members of the Bureau Permanent shall perform their duties without emolument; the expenses of the Administrative Secretary shall be passed annually by the Bureau Permanent.

The Bureau Permanent may delegate its powers wholly or in part within defined limits to its President or to the Administrative Council.

### **Article 5.**

The functions of the Bureau Permanent are to conduct the general business of the Comité Maritime International; to ensure that regular communication and co-ordinated action is maintained amongst the National Associations; to decide, after consultation by the Administrative Council with the National Associations, the topics to be studied; to fix the date, the place and the agenda of the International Conferences; to take all the necessary steps to achieve this object and to determine the constitution and composition of the International Commissions entrusted with the preparatory work; to ensure that the decisions of the International Conferences are carried into effect; to decide all questions concerning the affiliation of National Associations to and their relations with the Comité Maritime International; to determine the subscriptions payable by the National Associations and by the Titulary Members; and to pass balance sheets and accounts.

The Bureau Permanent shall meet at least once a year as convened by the President or upon the request of the majority of the Members.

The decisions of the Bureau Permanent shall be final and binding within the limits of its authority; they shall be made upon a majority of the votes of Members present or validly represented. In case of equality of votes the President shall have a casting vote. Each Member shall have one vote. In case of inability to attend a Meeting, a Member may, with the consent of the Administrative Council, appoint as his substitute a Titulary Member, provided that he shall not be entitled to delegate his voting right to a Member of a National Association other than that which he himself represents.

### **Article 6.**

The functions of the Administrative Council are to conduct the day to day business of the Comité Maritime International; to assist the Bureau Permanent in carrying out the duties which fall upon it; to prepare in the right time the matters that will be submitted to the Bureau Permanent, especially the choice of the subjects to be examined, the National Associations being consulted previously; to carry into effect the decisions of the Bureau Permanent and of the International Conferences; to effect the coordination of work and the transmission of information and of documents; to ensure that it is regularly kept informed by the National Association of every matter of interest to the Comité Maritime International and to take all necessary steps to achieve this result; to supervise the work of the International Commissions whose duty it is to report progress from time to time

to the Administrative Council and to transmit to the Administrative Council their commentaries and drafts with prompt dispatch, so that these can be studied by the National Associations well in advance of the International Conferences; to prepare the balance sheet and present the account not later than the 31st December in each year; to edit and publish the reportse of the International Conferences and to take care of all other publications of interest; and to represent the Comité Maritime International in Government circles prior to and upon the actual convening of Diplomate Conferences.

#### **Article 7.**

The Comité Maritime International shall meet periodically in International Conference, upon the initiative of the Bureau Permanent, or upon the demand of not less than two thirds of the National Associations, for the purpose of discussing the topics upon an agenda drawn up by the Bureau Permanent.

Each National Association may be represented at an International Conference by fourteen delegates, exclusive of Members of the Bureau Permanent and the Titulary Members.

Each Association shall have one vote, but the delegates shall not have individual votes. The right to vote cannot be delegated. The decisions of the International Conferences shall be made upon the majority vote of the National Associations present provided the case of Article 8.

The President of the Bureau Permanent shall preside at the International Conferences or, in his absence, one of the Vice-Presidents in order of seniority.

The Committee of each International Conference shall consist of the Administrative Council, the Vice-Presidents of the Bureau Permanent, and the President of the National Association which has organised the Conference together with such other persons as he may consider should be attached to him.

Each International Conference shall decide the means by which its decisions can best be brought into effect; in default of such decision the Bureau Permanent or the Administrative Council will undertake this task.

#### **Article 8.**

This Constitution can be amended only by an International Conference and then provided always that the main object is not changed.

The Conference shall not consider any amendment which is not upon the agenda, and a decision to amend must be supported by at least three quarters of the National Associations present.

BRUSSELS' MARITIME  
CONVENTION

RATIFICATIONS  
AND ACCESSIONS

# CONVENTIONS MARITIMES DE BRUXELLES

CONVENTION INTERNATIONALE POUR L'UNIFICATION  
DE CERTAINES REGLES EN MATIERE

## ABORDAGE,

*signée à Bruxelles le 23 septembre 1910*

### Article premier.

En cas d'abordage survenu entre navires de mer ou entre navires de mer et bateaux de navigation intérieure, les indemnités dues à raison des dommages causés aux navires, aux choses ou personnes se trouvant à bord sont réglées conformément aux dispositions suivantes, sans qu'il y ait à tenir compte des eaux où l'abordage s'est produit.

### Article 2.

Si l'abordage est fortuit, s'il est dû à un cas de force majeure, ou s'il y a doute sur des causes de l'abordage, les dommages sont supportés par ceux qui les ont éprouvés.

Cette disposition reste applicable dans le cas où soit les navires, soit l'un d'eux, sont au mouillage au moment de l'accident.

### Article 3.

Si l'abordage est causé par la faute de l'un des navires, la réparation des dommages incombe à celui qui l'a commise.

### Article 4.

S'il y a faute commune, la responsabilité de chacun des navires est proportionnelle à la gravité des fautes respectivement commises; toute-

# BRUSSELS' MARITIME CONVENTIONS

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF  
CERTAIN RULES OF LAW WITH RESPECT TO

## COLLISIONS BETWEEN VESSELS,

*signed at Brussels, september 23, 1910*

(Translation)

### **Article 1.**

Where a collision occurs between sea-going vessels or between sea-going vessels and vessels of inland navigation, the compensation due for damages caused to the vessels, or to any things or persons on board thereof, shall be settled in accordance with the following provisions, in whatever waters the collision takes place.

### **Article 2.**

If the collision is accidental, if it is caused by force majeure or if the cause of the collision is left in doubt, the damages are borne by those who have suffered them.

This provision is applicable notwithstanding the fact that the vessels, or any one of them, may be at anchor (or otherwise made fast) at the time of the casualty.

### **Article 3.**

If the collision is caused by the fault of one of the vessels, liability to make good the damages attaches to the one which has committed the fault.

### **Article 4.**

If two or more vessels are in fault the liability of each vessel is in proportion to the degree of the faults respectively committed. Pro-

fois si, d'après les circonstances, la proportion ne peut pas être établie ou si les fautes apparaissent comme équivalentes, la responsabilité est partagée par parts égales.

Les dommages causés soit aux navires, soit à leurs cargaisons, soit aux effets ou autres biens des équipages, des passagers ou d'autres personnes se trouvant à bord, sont supportés par les navires en faute, dans ladite proportion, sans solidarité à l'égard des tiers.

Les navires en faute sont tenus solidairement à l'égard des tiers pour les dommages causés par mort ou blessures, sauf recours de celui qui a payé une part supérieure à celle que, conformément à l'alinéa premier du présent article, il doit définitivement supporter.

Il appartient aux législations nationales de déterminer, en ce qui concerne ce recours, la portée et les effets des dispositions contractuelles ou légales qui limitent la responsabilité des propriétaires de navires à l'égard des personnes se trouvant à bord.

#### **Article 5.**

La responsabilité établie par les articles précédents subsiste dans le cas où l'abordage est causé par la faute d'un pilote, même lorsque celui-ci est obligatoire.

#### **Article 6.**

L'action en réparation des dommages subis par suite d'un abordage n'est subordonnée ni à un protêt, ni à aucune autre formalité spéciale.

Il n'y a point de présomptions légales de faute quant à la responsabilité de l'abordage.

#### **Article 7.**

Les actions en réparation de dommages se prescrivent par deux ans à partir de l'événement.

Le délai pour intenter les actions en recours admises par l'alinéa 3 de l'article 4 est d'une année. Cette prescription ne court que du jour du paiement.

Les causes de suspension et d'interruption de ces prescriptions sont déterminées par la loi du tribunal saisi de l'action.

Les Hautes Parties contractantes se réservent le droit d'admettre dans leurs législations, comme prorogeant les délais ci-dessus fixés, le fait que le navire défendeur n'a pu être saisi dans les eaux territoriales de l'Etat dans lequel le demandeur a son domicile ou son principal établissement.

vided that if, having regard to the circumstances, it is not possible to established the degree of the respective faults, or if it appears that the faults are equal the liability is apportioned equally.

The damages caused, either to the vessels or to their cargoes or to the effects or other property of the crews, passengers, or other persons on board, are borne by the vessels in fault in the above proportions, and even to third parties a vessel is not liable for more than such proportion of such damages.

In respect of damages caused by death or personal injuries, the vessels in fault are jointly as well as severally liable to third parties, without prejudice however to the right of the vessel which has paid a larger part than that which, in accordance with the provisions of the first paragraph of this Article, she ought ultimately to bear, to obtain a contribution from the other vessels or vessel in fault.

It is left to the law of each country to determine, as regards such right to obtain contribution, the meaning and effect of any contract or provision of law which limits the liability of the owners of a vessel towards persons on board.

#### **Article 5.**

The liability imposed by the preceding Articles attached in cases where the collision is caused by the fault of a pilot even when the pilot is carried by compulsion of law.

#### **Article 6.**

The right of action for the recovery of damages resulting from a collision is not conditional upon the entering of a protest or the fulfilment of any other special formality.

All legal presumptions of fault in regard to liability for collision are abolished.

#### **Article 7.**

Actions for the recovery of damages are barred after an interval of two years from the date of the casualty.

The period within which an action must be instituted for enforcing the right to obtain contribution permitted by paragraph 3 of Article 4, is one year from the date of payment.

The grounds upon which the said periods of limitation may be suspended or interrupted are determined by the law of the court where the case is tried.

The High Contracting Parties reserve to themselves the right of provide, by legislation in their respective countries, that the said periods shall be extended in cases where is has not been possible to arrest the defendant vessel in the territorial waters of the State in which the plaintiff has his domicile of principal place of business.

## **Article 8.**

Après un abordage, le capitaine de chacun des navires entrés en collision est tenu, autant qu'il peut le faire sans danger sérieux pour son navire, son équipage et ses passagers, de prêter assistance à l'autre bâtiment, à son équipage et à ses passagers.

Il est également tenu dans la mesure du possible de faire connaître à l'autre navire le nom et le port d'attache de son bâtiment, ainsi que les lieux d'où il vient et où il va.

Le propriétaire du navire n'est pas responsable à raison de la seule contravention aux dispositions précédentes.

## **Article 9.**

Les Hautes Parties contractantes dont la législation ne réprime pas les infractions à l'article précédent, s'engagent à prendre ou à proposer à leurs Législatures respectives les mesures nécessaires pour que ces infractions soient réprimées.

Les Hautes Parties contractantes se communiqueront, aussitôt que faire se pourra, les lois et les règlements qui auraient déjà été édictés, ou qui viendraient à l'être dans leurs Etats pour l'exécution de la disposition précédente.

## **Article 10.**

Sous réserve de conventions ultérieures, les présentes dispositions ne portent point atteinte aux règles sur la limitation de responsabilité des propriétaires de navires, telles qu'elles sont établies dans chaque pays, non plus qu'aux obligations résultant du contrat de transport ou de tous autres contrats.

## **Article 11.**

La présente Convention est sans application aux navires de guerre et aux navires d'Etat exclusivement affectés à un service public.

## **Article 12.**

Les dispositions de la présente Convention seront appliquées à l'égard de tous les intéressés, lorsque tous les navires en cause seront ressortissants aux Etats des Hautes Parties contractantes et dans les autres cas prévus par les lois nationales.

Il est entendu toutefois :

1° Qu'à l'égard des intéressés ressortissant d'un Etat non contractant, l'application desdites dispositions pourra être subordonnée par chacun des Etats contractants à la condition de réciprocité;

### **Article 8.**

After a collision, the master of each of the vessels in collision is bound, so far as he can do so without serious danger to his vessel, her crew and her passengers, to render assistance to the other vessel, her crew and her passengers.

He is likewise bound so far as possible to make known to the other vessel the name of his vessel and the port to which she belongs, and also the names of the ports from which she comes and to which she is bound.

A breach of the above provisions does not of itself impose any liability on the owner of a vessel.

### **Article 9.**

The High Contracting Parties whose legislation does not forbid infringements of the preceding Article bind themselves to take or to propose to their respective Legislatures the measures necessary for the prevention of such infringements.

The High Contracting Parties will communicate to one another as soon as possible the laws or regulations which have already been or may be hereafter promulgated in their States for giving effect to the above undertaking.

### **Article 10.**

Without prejudice to any Conventions which may hereafter be made, the provisions of this Convention do not affect in any way the law in force in each country with regard to the limitation of ship-owners' liability, nor do they after the legal obligations arising from contracts of carriage or from any other contracts.

### **Article 11.**

This Convention does not apply to ships of war or to Government ships appropriated exclusively to a public service.

### **Article 12.**

The provisions of this Convention shall be applied as regards all persons interested when all the vessels concerned in any action belong to States of the High Contracting Parties, and in any other cases for which the national laws provide.

Provided always that —

1. — As regards persons interested who belong to a non-contracting State, the application of the above provisions may be made by each of the contracting States conditional upon reciprocity.

2° Que, lorsque tous les intéressés sont ressortissants du même Etat que le tribunal saisi, c'est la loi nationale et non la Convention qui est applicable.

### **Article 13.**

La présente Convention s'étend à la réparation des dommages que, soit par exécution ou omission d'une manœuvre, soit par inobservation des règlements, un navire a causé soit à un autre navire, soit aux choses ou personnes se trouvant à leur bord, alors même qu'il n'y aurait pas eu abordage.

### **Article 14.**

Chacune des Hautes Parties contractantes aura la faculté de provoquer la réunion d'une nouvelle Conférence après trois ans à partir de l'entrée en vigueur de la présente Convention, dans le but de rechercher les améliorations qui pourraient y être apportées, et, notamment d'en étendre, s'il est possible, la sphère d'application.

Celle des Puissances qui ferait usage de cette faculté aurait à notifier son intention aux autres Puissances, par l'intermédiaire du Gouvernement belge, qui se chargerait de convoquer la Conférence dans les six mois.

### **Article 15.**

Les Etats qui n'ont pas signé la présente Convention sont admis à y adhérer sur leur demande. Cette adhésion sera notifiée par la voie diplomatique au Gouvernement belge et, par celui-ci, à chacun des Gouvernements des autres Parties contractantes; elle sortira ses effets un mois après l'envoi de la notification faite par le Gouvernement belge.

### **Article 16.**

La présente Convention sera ratifiée.

A l'expiration du délai d'un an au plus tard, à compter du jour de la signature de la Convention, le Gouvernement belge entrera en rapport avec les Gouvernements des Hautes Parties contractantes qui se seront déclarées prêtes à la ratifier, à l'effet de faire décider s'il y a lieu de la mettre en vigueur.

Les ratifications seront, le cas échéant, déposées immédiatement à Bruxelles et la Convention produira ses effets un mois après ce dépôt.

Le protocole restera ouvert pendant une autre année en faveur des Etats représentés à la Conférence de Bruxelles. Passé ce délai, ils ne pourraient qu'y adhérer, conformément aux dispositions de l'article 15.

2. — Where all the persons interested belong to the same State as the court trying the case, the provisions of the national law and not of the Convention are applicable.

### **Article 13.**

This Convention extends to the making good of damages which a vessel has caused to another vessel, or to goods or persons on board either vessel, either by the execution or non-execution of a manœuvre or by the non-observance of the regulations, even if no collision had actually taken place.

### **Article 14.**

Any one of the High Contracting Parties shall have the right, three years after this Convention comes into force, to call for a fresh conference with a view to possible amendments therein, and particularly, with a view to extend, if possible, the sphere of its application.

Any Power exercising this right must notify its intention to the other Powers, through the Belgian Government, which will make arrangements for convening the conference within six months.

### **Article 15.**

States which have not signed the present Convention are allowed to accede thereto at their request. Such accession shall be notified through the diplomatic channel to the Belgian Government, and by the latter to each of the Governments of the other Contracting Parties; it shall become effective one month after the despatch of such notification by the Belgian Government.

### **Article 16.**

The present Convention shall be ratified.

After an interval of at most one year from the date on which the Convention is signed, the Belgian Government shall enter into communication with the Governments of the High Contracting Parties which have declared themselves prepared to ratify it, with a view to decide whether it should be put into force.

The ratifications shall, if so decided, be deposited forthwith at Brussels, and the Convention shall come into force a month after such deposit.

The Protocol shall remain open another year in faveur of the States represented at the Brussels Conference. After this interval they can only accede to it in conformity with the provisions of Article 15.

### **Article 17.**

Dans le cas où l'une ou l'autre des Hautes Parties contractantes dénoncerait la présente Convention, cette dénonciation ne produirait ses effets qu'un an après le jour où elle aurait été notifiée au Gouvernement belge, et la Convention demeurerait en vigueur entre les autres Parties contractantes.

### **Article additionnel**

Par dérogation à l'article 16 qui précède, il est entendu que la disposition de l'article 5 fixant la responsabilité dans le cas où l'abordage est causé par la faute d'un pilote obligatoire, n'entrera de plein droit en vigueur que lorsque les Hautes Parties contractantes se seront mises d'accord sur la limitation de la responsabilité des propriétaires de navires.

En foi de quoi, les Plénipotentiaires des Hautes Parties contractantes respectives ont signé la présente Convention et y ont apposé leurs cachets.

Fait à Bruxelles, en un seul exemplaire, le 23 septembre 1910.

### **Article 17.**

In the case of one or other of the High Contracting Parties denouncing this Convention, such denunciation shall not take effect until a year after the day on which it has been notified to the Belgian Government, and the Convention shall remain in force as between the other contracting Parties.

### **Additional Article.**

Notwithstanding anything in the provisions of Article 16, it is agreed that it shall not be obligatory to give effect to the provisions of article 5, establishing liability in cases where a collision is caused by the fault of a pilot carried by compulsion of law, until the High Contracting Parties shall have arrived at an agreement on the subject of the limitation of liability of shipowners.

In Witness whereof, the Plenipotentiaries of the respective High Contracting Parties have signed this Convention and have affixed thereto their seals.

Done at Brussels, in a single copy, September 23rd, 1910.

CONVENTION INTERNATIONALE POUR L'UNIFICATION  
DE CERTAINES REGLES EN MATIERE D'  
ASSISTANCE ET DE SAUVETAGE MARITIMES,

*signée à Bruxelles, le 23 septembre 1910*

**Article premier.**

L'Assistance et le sauvetage des navires de mer en danger, des choses se trouvant à bord, du fret et du prix de passage, ainsi que les services de même nature rendus entre navires de mer et bateaux de navigation intérieure sont soumis aux dispositions suivantes, sans qu'il y ait à distinguer entre ces deux sortes de services et sans qu'il y ait à tenir compte des eaux où ils ont été rendus.

**Article 2.**

Tout frais d'assistance ou de sauvetage ayant eu un résultat utile donne lieu à une équitable rémunération.

Aucune rémunération n'est due si le secours prêté reste sans résultat utile.

En aucun cas, la somme à payer ne peut dépasser la valeur des choses sauvées.

**Article 3.**

N'ont droit à aucune rémunération les personnes qui ont pris part aux opérations de secours malgré la défense expresse et raisonnable du navire secouru.

**Article 4.**

Le remorqueur n'a droit à une rémunération pour l'assistance ou le sauvetage du navire par lui remorqué ou de sa cargaison que s'il a rendu des services exceptionnels ne pouvant être considérés comme l'accomplissement du contrat de remorquage.

**Article 5.**

Une rémunération est due encore que l'assistance ou le sauvetage ait eu lieu entre navires appartenant au même propriétaire.

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES OF LAW RESPECTING  
  
ASSISTANCE AND SALVAGE AT SEA,

*signed at Brussels, september 23, 1910*

(Translation)

**Article 1.**

Assistance and salvage of seagoing vessels in danger, of any things on board, of freight and passage money, and also services of the same nature rendered by seagoing vessels to vessels of inland navigation or vice-versa, are subject to the following provisions, without any distinction being drawn between these two kinds of service (viz., assistance and salvage), and in whatever waters the services have been rendered.

**Article 2.**

Every act of assistance or salvage of which has had a useful result gives a right to equitable remuneration.

No remuneration is due if the services rendered have no beneficial result.

In no case shall the sum to be paid exceed the value of the property salved.

**Article 3.**

Persons who have taken part in salvage operations notwithstanding the express and reasonable prohibition on the part of the vessel to which the services were rendered have no right to any remuneration.

**Article 4.**

A tug has no right to remuneration for assistance to or salvage of the vessels she is towing of or the vessel's cargo, except where she has rendered exceptional services which cannot be considered as rendered in fulfilment of the contract of towage.

**Article 5.**

Remuneration is due notwithstanding that the salvage services have been rendered by or to vessels belonging to the same owner.

## **Article 6.**

Le montant de la rémunération est fixé par la convention des parties et, à défaut, par le juge.

Il en est de même de la proportion dans laquelle cette rémunération doit être répartie entre les sauveteurs.

La répartition entre le propriétaire, le capitaine et les autres personnes au service de chacun des navires sauveteurs sera réglée par la loi nationale du navire.

## **Article 7.**

Toute convention d'assistance et de sauvetage passée au moment et sous l'influence du danger peut, à la requête de l'une des parties, être annulée ou modifiée par le juge, s'il estime que les conditions convenues ne sont pas équitables.

Dans tous les cas, lorsqu'il est prouvé que le consentement de l'une des parties a été vicié par dol ou réticence ou lorsque la rémunération est, de façon excessive dans un sens ou dans l'autre, hors de proportion avec le service rendu, la convention peut être annulée ou modifiée par le juge à la requête de la partie intéressée.

## **Article 8.**

La rémunération est fixée par le juge selon les circonstances en prenant pour base : a) en premier lieu, le succès obtenu, les efforts et le mérite de ceux qui ont prêté secours, le danger couru par le navire assisté, par ses passagers et son équipage, par sa cargaison, par les sauveteurs et par le navire sauveteur, le temps employé, les frais et dommages subis, et les risques de responsabilité et autres courus par les sauveteurs, la valeur du matériel exposé par eux, en tenant compte, le cas échéant, de l'appropriation spéciale du navire assistant; b) en second lieu, la valeur des choses sauvées.

Les mêmes dispositions s'appliquent à la répartition prévue à l'article 6, alinéa 2.

Le juge peut réduire ou supprimer la rémunération s'il apparaît que les sauveteurs ont, par leur faute, rendu nécessaire le sauvetage ou l'assistance ou qu'ils se sont rendus coupables de vols, recels ou autres actes frauduleux.

## **Article 9.**

Il n'est dû aucune rémunération par les personnes sauvées, sans que cependant il soit porté atteinte aux prescriptions des lois nationales à cet égard.

### **Article 6.**

The amount of remuneration is fixed by agreement between the parties, and, failing agreement, by the court.

The proportion in which the remuneration is to be distributed amongst the salvors is fixed in the same manner.

The apportionment of the remuneration amongst the owner, master and other persons in the service of each salving vessel shall be determined by the law of vessel's flag.

### **Article 7.**

Every agreement as to assistance or salvage entered into at the moment and under the influence of danger may, at the request of either party, be annulled or modified by the court, if it considers that the conditions agreed upon are not equitable.

In all cases, when it is proved that the consent of one of the parties is vitiated by fraud or concealment, or when the remuneration is, in proportion to the services rendered, in an excessive degree too large or too small, the agreement may be annulled or modified by the court at the request of the party affected.

### **Article 8.**

The remuneration is fixed by the court according to the circumstances of each case, on the basis of the following : (a) firstly, the measure of success obtained, the efforts and deserts of the salvors, the danger run by the salved vessel, by her passengers, crew and cargo, by the salvors, and by the salving vessel; the time expended, the expenses incurred and losses suffered, and the risks of liability and other risks run by the salvors, and also the value of the property exposed to such risks, due regard being had to the special appropriation (if any) of the salvors' vessel for salvage purposes; (b) secondly, the value of the property salved.

The same considerations apply for the purpose of fixing the apportionment provided for by the second paragraph of article 6.

The court may deprive the salvors of all remuneration, or may award a reduced remuneration, if it appears that the salvors have by their fault rendered the salvage or assistance necessary or have been guilty of theft, fraudulent concealment, or other acts of fraud.

### **Article 9.**

No remuneration is due from persons whose lives are saved, but nothing in this article shall affect the provisions of the national laws on this subject.

Les sauveteurs de vies humaines qui sont intervenus à l'occasion de l'accident ayant donné lieu au sauvetage ou à l'assistance ont droit à une équitable part de la rémunération accordée aux sauveteurs du navire, de la cargaison et de leurs accessoires.

#### **Article 10.**

L'action en payement de la rémunération se prescrit par deux ans à partir du jour où les opérations d'assistance ou de sauvetage sont terminées.

Les causes de suspension et d'interruption de cette prescription sont déterminées par la loi du tribunal saisi de l'action.

Les Hautes Parties contractantes se réservent le droit d'admettre dans leurs législations, comme prorogeant le délai ci-dessus fixé, le fait que le navire assisté ou sauvé n'a pu être saisi dans les eaux territoriales de l'Etat dans lequel le demandeur a son domicile ou son principal établissement.

#### **Article 11.**

Tout capitaine est tenu, autant qu'il peut le faire sans danger sérieux pour son navire, son équipage, ses passagers, de prêter assistance à toute personne, même ennemie, trouvée en mer en danger de se perdre.

Le propriétaire du navire n'est pas responsable à raison des contraventions à la disposition précédente.

#### **Article 12.**

Les Hautes Parties contractantes, dont la législation ne réprime pas l'infraction à l'article précédent, s'engagent à prendre ou à proposer à leurs Législatures respectives les mesures nécessaires pour que cette infraction soit réprimée.

Les Hautes Parties contractantes se communiqueront, aussitôt que faire se pourra, les lois ou règlements qui auraient déjà été édictés ou qui viendraient à l'être dans leurs Etats pour l'exécution de la disposition qui précède.

#### **Article 13.**

La présente Convention ne porte pas atteinte aux dispositions des législations nationales ou des traités internationaux sur l'organisation de services d'assistance et de sauvetage par les autorités publiques ou sous leur contrôle, et notamment sur le sauvetage des engins de pêche.

Salvors of human life, who have taken part in the services rendered on the occasion of the accident giving rise to salvage or assistance, are entitled to a fair share of the remuneration awarded to the salvors of the vessel, her cargo, and accessories.

#### **Article 10.**

A salvage action is barred after an interval of two years from the day on which the operations of assistance or salvage terminate.

The grounds upon which the said period of limitation may be suspended or interrupted are determined by the law of the court where the case is tried.

The High Contracting Parties reserve to themselves the right to provide, by legislation in their respective countries that the said period shall be extended in cases where it has not been possible to arrest the vessel assisted or salved in the territorial waters of the State in which the plaintiff has his domicile or principal place of business.

#### **Article 11.**

Every master is bound, so far as he can do so without serious danger to his vessel, her crew and her passengers, to render assistance to everybody, even though an enemy, found at sea in danger of being lost.

The owner of a vessel incurs no liability by reason of contravention of the above provision.

#### **Article 12.**

The High Contracting Parties, whose legislation does not forbid infringements of the preceding Article, bind themselves to take or to propose to their respective Legislatures the measures necessary for the prevention of such infringements.

The High Contracting Parties will communicate to one another as soon as possible the laws or regulations which have already been or may be hereafter promulgated in their States for giving effect to the above provision.

#### **Article 13.**

This Convention does not affect the provisions of national laws or international treaties as regards the organization of services of assistance and salvage by or under the control of public authorities, nor, in particular, does it affect such laws or treaties on the subject of the salvage of fishing gear.

### **Article 14.**

La présente Convention est sans application aux navires de guerre et aux navires d'Etat exclusivement affectés à un service public.

### **Article 15.**

Les dispositions de la présente Convention seront appliquées à l'égard de tous les intéressés lorsque soit le navire assistant ou sauveur, soit le navire assisté ou sauvé appartient à un Etat de l'une des Hautes Parties contractantes, ainsi que dans les autres cas prévus par les lois nationales.

Il est entendu toutefois :

1<sup>o</sup> Qu'à l'égard des intéressés ressortissants d'un Etat non contractant, l'application desdites dispositions pourra être subordonnée par chacun des Etats contractants à la condition de réciprocité;

2<sup>o</sup> Que, lorsque tous les intéressés sont ressortissants du même Etat que le tribunal saisi, c'est la loi nationale et non la Convention qui est applicable;

3<sup>o</sup> Que, sans préjudice des dispositions plus étendues des lois nationales, l'article 11 n'est applicable qu'entre navires ressortissant aux Etats des Hautes Parties contractantes.

### **Article 16.**

Chacune des Hautes Parties contractantes aura la faculté de provoquer la réunion d'une nouvelle conférence après trois ans à partir de l'entrée en vigueur de la présente Convention, dans le but de rechercher les améliorations qui pourraient y être apportées et, notamment, d'en étendre, s'il est possible, la sphère d'application.

Celle des Puissances qui ferait usage de cette faculté aurait à notifier son intention aux autres Puissances, par l'intermédiaire du Gouvernement belge, qui se chargerait de convoquer la Conférence dans les six mois.

### **Article 17.**

Les Etats qui n'ont pas signé la présente Convention sont admis à y adhérer sur leur demande. Cette adhésion sera notifiée par la voie diplomatique au Gouvernement belge et, par celui-ci, à chacun des Gouvernements des autres Parties contractantes; elle sortira ses effets un mois après l'envoi de la notification faite par le Gouvernement belge.

### **Article 14.**

This Convention does not apply to ships of war or to Government ships appropriated exclusively to a public service.

### **Article 15.**

The provisions of this Convention shall be applied as regards all persons interested when either the assisting or salving vessel or the vessel assisted or salved belongs to a State of the High Contracting Parties, as well as in any other cases for which the national laws provide.

Provided always that —

1º As regards persons interested who belong to a non-contracting State the application of the above provisions may be made by each of the contracting States conditional upon reciprocity.

2º Where all the persons interested belong to the same State as the court trying the case, the provisions of the national law and not of the Convention are applicable.

3º Without prejudice to any wider provisions of any national laws, Article 11 only applies as between vessels belonging to the States of the High Contracting Parties.

### **Article 16.**

Any one of the High Contracting Parties shall have the right, three years after this Convention comes into force, to call for a fresh conference with a view to possible amendments, and particularly with a view to extend, if possible, the sphere of its application.

Any Power exercising this right must notify its intention to the other Powers, through the Belgian Government, which will make arrangements for convening the conference within six months.

### **Article 17.**

States which have not signed the present Convention are allowed to accede to it at their request. Such accession shall be notified through the diplomatic channel to the Belgian Government, and by the latter to each of the Governments of the other Contracting Parties; it shall become effective one month after the despatch of such notification by the Belgian Government.

### **Article 18.**

La présente Convention sera ratifiée.

A l'expiration du délai d'un an au plus tard, à compter du jour de la signature de la convention, le Gouvernement belge entrera en rapport avec les Gouvernements des Hautes Parties contractantes qui se seront déclarées prêtes à la ratifier, à l'effet de faire décider s'il y a lieu de la mettre en vigueur.

Les ratifications seront, le cas échéant, déposées immédiatement à Bruxelles et la Convention produira ses effets un mois après ce dépôt.

Le protocole restera ouvert pendant une autre année en faveur des Etats représentés à la Conférence de Bruxelles. Passé ce délai, ils ne pourraient qu'y adhérer, conformément aux dispositions de l'article 17.

### **Article 19.**

Dans le cas où l'une ou l'autre des Hautes Parties contractantes dénoncerait la présente Convention, cette dénonciation ne produirait ses effets qu'un an après le jour où elle aurait été notifiée au Gouvernement belge et la Convention demeurerait en vigueur entre les autres Parties contractantes.

En foi de quoi, les Plénipotentiaires des Hautes Parties contractantes respectives ont signé la présente Convention et y ont apposé leur cachet.

Fait à Bruxelles, en un seul exemplaire, le 23 septembre 1910.

### **Article 18.**

The present Convention shall be ratified.

After an interval of at most one year from the date on which the Convention is signed, the Belgian Government shall place itself in communication with the Governments of the High Contracting Parties which have declared themselves prepared to ratify the Convention, with a view to decide whether it should be put into force.

The ratifications shall, if so decided, be deposited forthwith at Brussels, and the Convention shall come into force a month after such deposit.

The Protocol shall remain open another year in favour of the States represented at the Brussels Conference. After this interval they can only accede to it in conformity with the provisions of Article 17.

### **Article 19.**

In the case of one or other of the High Contracting Parties denouncing this Convention, such denunciation shall not take effect until a year after the day on which it has been notified to the Belgian Government, and the Convention shall remain in force as between the other contracting Parties.

In witness whereof, the Plenipotentiaries of the respective High Contracting Parties have signed this Convention and have affixed thereto their seals.

Done at Brussels, in a single copy, September 23rd. 1910.

CONVENTION INTERNATIONALE POUR L'UNIFICATION  
DE CERTAINES REGLES CONCERNANT

LA LIMITATION DE LA RESPONSABILITE  
DES PROPRIETAIRES DE NAVIRES DE MER,

*signée à Bruxelles, le 25 août 1924.*

**Article premier.**

Le propriétaire d'un navire de mer n'est responsable que jusqu'à concurrence de la valeur du navire, du fret et des accessoires du navire :

1° Des indemnités dues à des tiers à raison des dommages causés à terre ou sur l'eau, par les faits ou fautes du capitaine, de l'équipage, du pilote ou de toute autre personne au service du navire ;

2° Des indemnités dues à raison des dommages causés soit à la cargaison remise au capitaine pour être transportée, soit à tous biens et objets se trouvant à bord ;

3° Des obligations résultant des connaissances ;

4° Des indemnités dues à raison d'une faute nautique commise dans l'exécution d'un contrat ;

5° De l'obligation d'enlever l'épave d'un navire coulé et des obligations s'y rattachant ;

6° Des rémunérations d'assistance et de sauvetage ;

7° De la part contributive incombant au propriétaire dans les avaries communes ;

8° Des obligations résultant des contrats passés ou des opérations effectuées par le capitaine en vertu de ses pouvoirs légaux, hors du port d'attache du navire, pour les besoins réels de la conservation du navire ou de la continuation du voyage, pourvu que ces besoins ne proviennent ni de l'insuffisance ni de la défectuosité de l'équipement ou de l'avitaillement au début du voyage.

Toutefois, pour les créances prévues aux n° 1, 2, 3, 4 et 5, la responsabilité visée par les dispositions qui précédent ne dépassera pas une somme totale de 8 liv. st. par tonneau de jauge du navire.

**Article 2.**

La limitation de responsabilité édictée par l'article précédent ne s'applique pas :

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO THE

LIMITATION OF THE LIABILITY  
OF OWNERS OF SEAGOING VESSELS,

*signed at Brussels, August 25, 1924.*

(Translation)

**Article 1.**

The liability of the owner of a seagoing vessel, is limited, to an amount equal to the value of the vessel, the freight, and the accessories of the vessel, in respect of :

1° Compensation due to third parties by reason of damage caused, whether on land or on water, by the acts or faults of the master, crew, pilot, or any other person in the service of the vessel ;

2° Compensation due by reason of damage caused either to cargo delivered to the master to be transported, or to any goods and property on board ;

3° Obligations arising out of bills of lading ;

4° Compensation due by reason of a fault of navigation committed in the execution of a contract ;

5° Any obligation to remove the wreck of a sunken vessel, and any obligations connected therewith ;

6° Any remuneration for assistance and salvage ;

7° Any contribution of the shipowner in general average ;

8° Obligations arising out of contracts entered into or transactions carried out by the master, acting within the scope of his authority, away from the vessel's home port, where such contracts or transaction are necessary for the preservation of the vessel or the continuation of the voyage, provided that the necessity is not caused by any insufficiency or deficiency of equipment or stores at the beginning of the voyage.

Provided that, as regards the cases mentioned in Nos. 1, 2, 3, 4, and 5 the liability referred to in the preceding provisions shall not exceed an aggregate sum equal to 8 pounds sterling per ton of the vessel's tonnage.

**Article 2.**

The limitation of liability laid down in the foregoing article does not apply :

1° Aux obligations résultant de faits ou faute du propriétaire du navire ;

2° A l'une des obligations dont il s'agit au n° 8 de l'article 1er, lorsque le propriétaire a spécialement autorisé ou ratifié cette obligation ;

3° Aux obligations résultant pour le propriétaire de l'engagement de l'équipage et des autres personnes au service du navire.

Si le propriétaire ou le co-propriétaire du navire est en même temps le capitaine, il ne peut invoquer la limitation de sa responsabilité pour ses fautes autres que ses fautes nautiques et les fautes des personnes au service du navire.

### Article 3.

Le propriétaire qui se prévaut de la limitation de responsabilité à la valeur du navire, du fret et des accessoires du navire est tenu de faire la preuve de cette valeur. L'estimation du navire a pour base l'état du navire aux époques ci-après établies :

1° En cas d'abordage ou d'autres accidents, à l'égard de toutes les créances qui s'y rattachent, même en vertu d'un contrat, et qui sont nées jusqu'à l'arrivée au premier port atteint après l'accident, ainsi qu'à l'égard des créances résultant d'une avarie commune occasionnée par l'accident, l'estimation est faite d'après l'état du navire au moment de l'arrivée au premier port.

Si, avant ce moment, un nouvel accident, étranger au premier, a diminué la valeur du navire, la moins-value ainsi occasionnée n'entre pas en compte à l'égard des créances se rattachant à l'accident antérieur.

Pour les accidents survenus pendant le séjour du navire dans le port, l'estimation est faite d'après l'état du navire dans ce port après l'accident ;

2° S'il s'agit de créances relatives à la cargaison ou nées d'un connaissance, en dehors des cas prévus aux alinéas précédents, l'estimation est faite d'après l'état du navire au port de destination de la cargaison ou au lieu dans lequel le voyage est rompu.

Si la cargaison est destinée à différents ports et que le dommage se rattache à une même cause, l'estimation est faite d'après l'état du navire au premier de ces ports ;

3° Dans tous les autres cas visés à l'article 1er, l'estimation est faite d'après l'état du navire à la fin du voyage.

1º To obligations arising out of acts or faults of the owner of the vessel ;

2º To any of the obligations referred to in nº 8 of article 1, when the owner has expressly authorized or ratified such obligation ;

3º To obligations on the owner arising out of the engagement of the crew and other persons in the service of the vessel.

Where the owner or a part owner of the vessel is at the same time master, he cannot claim limitation of liability for his faults, other than his faults of navigation and the faults of persons in the service of the vessel.

### Article 3.

An owner who avails himself of the limitation of his liability to the value of the vessel, freight, and accessories of the vessel must prove that value. The valuation of the vessel shall be based upon the condition of the vessel at the points of time hereinafter set out :

1. In cases of collision or other accidents, as regards all claims connected therewith, including contractual claims which have originated up to the time of arrival of the vessel at the first port reached after the accident, and also as regards claims in general average arising out of the accident, the valuation shall be according to the condition of the vessel at the time of her arrival at that first port.

If before that time a fresh accident, distinct from the first accident, has reduced the value of the vessel, any diminution of value so caused shall not be taken into account in considering claims connected with the previous accident.

For accidents occurring during the sejourn of a vessel in port, the valuation shall be according to the condition of the vessel at that port after the accident.

2. If it is a question of claims relating to the cargo, or arising on a bill of lading, not being claims provided for in the preceding paragraphs, the valuation shall be according to the condition of the vessel at the port of destination of the cargo. or at the place where the voyage is broken.

If the cargo is destined to more than one port and the damage is connected with one and the same cause the valuation shall be according to the condition of the vessel at the first of those ports.

3. In all the other cases referred to in article 1. the valuation shall be according to the condition of the vessel at the end of the voyage.

#### **Article 4.**

Le fret visé à l'article 1er, y compris le prix de passage, s'entend pour les navires de toutes catégories d'une somme fixée à forfait et, à tout événement, à dix pour cent de la valeur du navire au commencement du voyage. Cette indemnité est due alors même que le navire n'aurait gagné aucun fret.

#### **Article 5.**

Les accessoires visés à l'article 1er s'entendent :

1<sup>o</sup> Des indemnités à raison de dommages matériels subis par le navire depuis le début du voyage et non réparés ;

2<sup>o</sup> Des indemnités pour avaries communes, en tant que celles-ci constituent des dommages matériels subis par le navire depuis le début du voyage et non réparés.

Ne sont pas considérés comme des accessoires les indemnités d'assurance, non plus que les primes, subventions ou autres subsides nationaux.

#### **Article 6.**

Les diverses créances qui se rattachent à un même accident ou à l'égard desquelles, à défaut d'accident, la valeur du navire se détermine en un même port concourent entre elles sur la somme représentant à leur égard l'étendue de la responsabilité du propriétaire, en tenant compte du rang des priviléges.

Dans les procédures tendant à opérer la répartition de cette somme, les décisions rendues par les juridictions compétentes des Etats contractants vaudront preuve de la créance.

#### **Article 7.**

En cas de mort ou de lésions corporelles causées par les faits ou fautes du capitaine, de l'équipage, du pilote ou de toute autre personne au service du navire, le propriétaire est, à l'égard des victimes ou de leur ayants droit, responsable, au delà de la limite fixée aux articles précédents, jusqu'à concurrence de 8 liv. st. par tonneau de jauge du navire. Les victimes d'un même accident ou leurs ayants droit concourent entre eux sur la somme formant l'étendue de la responsabilité.

Si les victimes ou leurs ayants droit ne sont pas intégralement indemnisés sur cette somme, ils concourent, pour ce qui leur reste dû, avec les autres créanciers, sur les montants visés dans les articles précédents, en tenant compte du rang des priviléges.

#### **Article 4.**

The freight referred to in article 1, including passage money, is deemed, as respects vessels of every description, to be a lump sum fixed at all events at 10 per cent of the value of the vessel at the commencement of the voyage.

That indemnity is due even though no freight be then earned by the vessel.

#### **Article 5.**

The accessories referred to in article 1 mean :

- 1) Compensation of material damage sustained by the vessel since the beginning of the voyage, and not repaired ;
- 2) General average contributions in respect of material damage sustained by the vessel since the beginning of the voyage, and not repaired.

Payments on policies of insurance, as well as bounties, subventions, and other national subsides, are not deemed to be accessories.

#### **Article 6.**

The various claims connected with a single accident, or in respect of which, in the absence of an accident, the value of a vessel is ascertained at a single port, rank with one another against the amount representing the extent of the owner's liability, regard being had to the order of the liens.

In proceeding with respect to the distribution of this sum the decisions given by the competent courts of the contracting States shall be evidence of a claim.

#### **Article 7.**

Where death or bodily injury is caused by the acts or faults of the captain, crew, pilot, or any other person in the service of the vessel, the owner of the vessel is liable to the victims or their representatives in an amount exceeding the limit of liability provided for in the preceding articles up to 8 pounds sterling per ton of the vessel's tonnage. The victims of a single accident or their representatives rank together against the sum constituting the extent of liability.

If the victims or their representatives are not fully compensated by this amount, they rank, as regards the balance of their claims, with the other claimants against the amounts mentioned in the preceding articles, regard being had to the order of the liens.

La même limitation de responsabilité, s'applique aux passagers à l'égard du navire transporteur, mais ne s'applique pas à l'équipage et aux autres personnes au service du navire, pour lesquels le droit de recours en cas de mort ou de lésions corporelles reste régi par la loi nationale du navire.

### **Article 8.**

En cas de saisie du navire, la garantie donnée à concurrence de la pleine limite de la responsabilité profite à tous les créanciers auxquels cette limite est opposable.

Au cas où le navire est l'objet d'une nouvelle saisie, le juge peut en ordonner la mainlevée, si le propriétaire, en acceptant la compétence du tribunal, établit qu'il a déjà donné garantie pour la pleine limite de sa responsabilité, que la garantie ainsi donnée est satisfaisante et que le créancier est assuré d'en avoir le bénéfice.

Si la garantie est donnée pour un montant inférieur ou si plusieurs garanties sont successivement réclamées, les effets en sont réglés par l'accord des parties ou par le juge en vue d'éviter que la limite de la responsabilité ne soit dépassée.

Si différents créanciers agissent devant les juridictions d'états différents, le propriétaire peut, devant chacune d'elles, faire état de l'ensemble des réclamations et créances, en vue d'éviter que la limite de sa responsabilité ne soit dépassée.

Les lois nationales régleront la procédure et les délais pour l'application des règles qui précèdent.

### **Article 9.**

En cas d'action ou de poursuite exercée pour une des causes énoncées à l'article 1er, le tribunal pourra ordonner, sur requête du propriétaire, qu'il soit sursis aux poursuites sur les biens autres que le navire, le fret et les accessoires, pendant le temps suffisant pour permettre la vente du navire et la répartition du prix entre les créanciers.

### **Article 10.**

Lorsque l'armateur non-propriétaire ou l'affréteur principal est responsable de l'un des chefs énoncés à l'article 1er, les dispositions de la présente Convention lui sont applicables.

### **Article 11.**

La jauge dont il est question dans les dispositions de la présente convention se calcule comme suit :

The same limitation of liability applies to passengers as respects the carrying vessel but does not apply to the crew or other persons in the service of that vessel whose right of action in the case of death or bodily injury remains governed by the national law of the vessel.

#### **Article 8.**

Where a vessel is arrested and security is given for an amount equal to the full limit of liability it shall accrue to the benefit of all creditors whose claims are subject to this limit.

Where the vessel is subsequently again arrested, the court may order its release, if the owner, while submitting to the jurisdiction of the court, proves that he has already given security for an amount equal to the full limit of his liability, that the security so given is satisfactory, and that the creditor is assured of receiving the benefit thereof.

If the security is given for a smaller amount or if security is required on several successive occasions, the effect will be regulated by agreement between the parties, or by the court, so as to insure that the limit of liability be not exceeded.

If different creditors take proceedings in the courts of different States, the owner may, before each court, require account to be taken of the whole of the claims and debts so as to insure that the limit of liability be not exceeded.

The national laws shall determine question of procedure and time limits for the purpose of applying the preceding rules.

#### **Article 9.**

In the event of any action or proceeding being taken on one of the grounds enumerated in article 1, the court may, on the application of the owner of the vessel order that proceedings against the property of the owner other than the vessel, its freight and accessories shall be stayed for a period sufficient to permit of the sale of the vessel and distribution of the proceeds amongst the creditors.

#### **Article 10.**

Where the person who operates the vessel without owning it or the principal charterer is liable under one of the heads enumerated in article 1, the provisions of this convention are applicable to him.

#### **Article 11.**

For the purposes of the provisions of the present convention, « tonnage » is calculated as follows.

Pour les vapeurs et autres bâtiments à moteur, sur le tonnage net augmenté du volume qui à raison de l'espace occupé par les appareils de force motrice, a été déduit du tonnage brut en vue de déterminer le tonnage net.

Pour les voiliers, sur le tonnage net.

### **Article 12.**

Les dispositions de la présente convention seront appliquées dans chaque Etat contractant lorsque le navire pour lequel la limite de responsabilité est invoquée est ressortissant d'un Etat contractant, ainsi que dans les autres cas prévus par les lois nationales.

Toutefois, le principe formulé dans l'alinéa précédent ne porte pas atteinte au droit des Etats contractants de ne pas appliquer les dispositions de la présente convention en faveur des ressortissants d'un Etat non contractant.

### **Article 13.**

La présente convention est sans application aux navires de guerre et aux navires d'Etat exclusivement affectés à un service public.

### **Article 14.**

Rien, dans les dispositions qui précèdent, ne porte atteinte à la compétence des tribunaux, à la procédure et aux voies d'exécution organisées par les lois nationales.

### **Article 15.**

Les unités monétaires dont il s'agit dans la présente convention s'entendent valeur or.

Ceux des Etats contractants où la livre sterling n'est pas employée comme unité monétaire se réservent le droit de convertir en chiffres ronds, d'après leur système monétaire, les sommes indiquées en livres sterling dans la présente convention.

Les lois nationales peuvent réserver au débiteur la faculté de se libérer dans la monnaie nationale, d'après le cours du change aux époques fixées à l'article 3.

### **Article 16.**

A l'expiration du délai de deux ans au plus tard à compter du jour de la signature de la convention, le Gouvernement belge entrera en rapport avec les Gouvernements des Hautes Parties contractantes qui se sont déclarées prêtes à la ratifier, à l'effet de faire décider

In the case of steamers and other mechanically propelled vessels, net tonnage, with the addition of the amount deduced from the gross tonnage on account of engine-room space for the purpose of ascertaining the net tonnage.

In the case of sailing vessels, net tonnage.

### **Article 12.**

The provisions of this convention shall be applied in each contracting State in cases in which the ship for which the limit of responsibility, is invoked is a national of another contracting State, as well as in any other cases provided for by the national laws.

Nevertheless the principle formulated in the preceding paragraph does not affect the right of the contracting States not to apply the provisions of this convention in favor of the nationals of a non-contracting State.

### **Article 13.**

This convention does not apply to vessel of war, nor to government vessels appropriated exclusively to the public service.

### **Article 14.**

Nothing in the foregoing provisions shall be deemed to affect in any way the competence of tribunals, modes of procedure, or methods of execution authorized by the national laws.

### **Article 15.**

The monetary units mentioned in this convention mean their gold value.

Those contracting States in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this convention in terms of pound sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing at the date fixed in article 3.

### **Article 16.**

After an interval of not more than two years from the day on which the convention is signed, the Belgian Government shall place itself in communication with the Governments of the High Contracting Parties which have declared themselves prepared to ratify the

s'il y a lieu de la mettre en vigueur. Les ratifications seront déposées à Bruxelles à la date qui sera fixée de commun accord entre les dits Gouvernements. Le premier dépôt de ratifications sera constaté par un procès-verbal signé par les représentants des Etats qui y prendront part et par le Ministre des Affaires Etrangères de Belgique.

Les dépôts ultérieurs se feront au moyen d'une notification écrite, adressée au Gouvernement belge et accompagnée de l'instrument de ratification.

Copie certifiée conforme du procès-verbal relatif au premier dépôt de ratifications, des notifications mentionnées à l'alinéa précédent, ainsi, que des instruments de ratification qui les accompagnent sera immédiatement, par les soins du Gouvernement belge et par la voie diplomatique, remise aux Etats qui ont signé la présente convention ou qui y auront adhéré. Dans les cas visés à l'alinéa précédent, le dit Gouvernement fera connaître, en même temps, la date à laquelle il a reçu la notification.

#### **Article 17.**

Les Etats non signataires pourront adhérer à la présente convention, qu'ils aient été ou non représentés à la Conférence Internationale de Bruxelles.

L'Etat qui désire adhérer notifie par écrit son intention au Gouvernement belge, en lui transmettant l'acte d'adhésion, qui sera déposé dans les archives du dit Gouvernement.

Le Gouvernement belge transmettra immédiatement à tous les Etats signataires ou adhérents copie certifiée conforme de la notification ainsi que de l'acte d'adhésion, en indiquant la date à laquelle il a reçu la notification.

#### **Article 18.**

Les Hautes Parties contractantes peuvent au moment de la signature du dépôt des ratifications ou lors de leur adhésion, déclarer que l'acceptation qu'elles donnent à la présente Convention ne s'applique pas soit à certains soit à aucun des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, se trouvant sous leur souveraineté ou autorité. En conséquence, elles peuvent ultérieurement adhérer séparément au nom de l'un ou de l'autre de ces Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, ainsi exclus dans leur déclaration originale. Elles peuvent ainsi, en se conformant à ces dispositions, dénoncer la présente Convention, séparément pour l'un ou plusieurs des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer se trouvant sous leur souveraineté ou autorité.

convention, with a view to deciding whether it shall be put into force. The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said Governments. The first deposit of ratifications shall be recorded in a procès-verbal signed by the representatives of the powers which take part therein and by the Belgian Minister for Foreign Affairs.

The subsequent deposits of ratifications shall be made by means of a written notification, addressed to the Belgian Government, and accompanied by the instrument of ratification.

A duly certified copy of the procès-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the powers who have signed this convention or who have acceded to it. In the cases contemplated in the preceding paragraph the said Government shall inform them at the same time of the date on which it received the notification.

#### **Article 17.**

Non signatory States may accede to the present convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

#### **Article 18.**

The High Contracting Parties may at the time of signature, ratification, or accession declare that their acceptance of the present convention does not include any or all of the self-governing Dominions, or of the colonies, overseas possessions, protectorates or territories, under their sovereignty or authority, and they may subsequently accede separately on behalf of any selfgoverning Dominion, colony, overseas possession, protectorate, or territory excluded in their declaration. They may also denounce the convention separately in accordance with its provisions in respect of any self governing Dominion, or any colony, overseas possession, protectorate, or territory under their sovereignty or authority.

### **Article 19.**

A l'égard des Etats qui auront participé au premier dépôt de ratifications, la présente Convention produira effet un an après la date du procès-verbal de ce dépôt. Quant aux Etats qui la ratifieront ultérieurement ou qui y adhéreront, ainsi que dans les cas où la mise en vigueur se fera ultérieurement et selon l'article 18, elle produira effet six mois après que les notifications prévues à l'article 16, alinéa 2, et à l'article 17, alinéa 2, auront été reçues par le Gouvernement belge.

### **Article 20.**

S'il arrivait qu'un des Etats contractants voulût dénoncer la présente convention, la dénonciation sera notifiée par écrit au Gouvernement belge, qui communiquera immédiatement copie certifiée conforme de la notification à tous les autres Etats, en leur faisant savoir la date à laquelle il l'a reçue.

La dénonciation produira ses effets à l'égard de l'Etat seul que l'aura notifié et un an après que la notification en sera parvenue au Gouvernement belge.

### **Article 21.**

Chaque Etat contractant aura la faculté de provoquer la réunion d'une nouvelle conférence, dans le but de rechercher les améliorations qui pourraient être apportées à la présente convention.

Celui des Etats qui ferait usage de cette faculté aurait à notifier un an à l'avance son intention aux autres Etats, par l'intermédiaire du Gouvernement belge, qui se chargerait de convoquer la conférence.

### **Article additionnel.**

Les dispositions de l'article 5 de la convention pour l'Unification de certaines règles en matière d'abordage du 23 septembre 1910 dont la mise en vigueur avait été suspendue en vertu de l'article additionnel de cette convention, deviennent applicables à l'égard des Etats liés par la présente convention.

Fait à Bruxelles, en un seul exemplaire, le 25 août 1924.

### **Article 19.**

The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the procès-verbal recording such deposit. As respects the States which ratify subsequently or which accede, and also in cases in which the convention is subsequently put into effect in accordance with article 18, it shall take effect six months after the notification specified in article 16, paragraph 2, and article 17, paragraph 2, have been received by the Belgian Government.

### **Article 20.**

In the event of one of the contracting States wishing to denounce the present convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States informing them of the date on which it was received.

The denunciation shall only operate in respect of the State which made the notification, and on the expiration of one year after the notification has reached the Belgian Government.

### **Article 21.**

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise the right should give one year advance notice of its intention to the other States through the Belgian Government, which would make arrangements for convening the conference.

### **Additional article.**

The provisions of article 5 of the convention for the unification of certain rules relating to collisions at sea, of September 23, 1910, the operation of which had been put off by virtue of the additional article of that convention become applicable in regard to the States bound by this convention.

Done at Brussels, in a single copy, August 25, 1924.

## PROTOCOLE DE SIGNATURE.

En procédant à la signature de la Convention Internationale pour l'unification de certaines règles concernant la limitation de la responsabilité des propriétaires de navires de mer, les Plénipotentiaires soussignés ont adopté le présent Protocole qui aura la même force et la même valeur que si ces dispositions étaient insérées dans le texte même de la Convention à laquelle il se rapporte :

1. Les Hautes Parties contractantes se réservent le droit de ne pas admettre la limitation de la responsabilité à la valeur du navire, des accessoires et du fret pour les dommages occasionnés aux ouvrages d'art des ports, docks et voies navigables et pour les frais d'enlèvement de l'épave, ou de ne ratifier le traité sur ces points qu'à charge de réciprocité.

Il est toutefois entendu que la limite de responsabilité du chef de ces dommages ne dépassera pas 8 Liv. St. par tonneau de jauge, sauf pour les frais d'enlèvement de l'épave.

2. Les Hautes Parties contractantes se réservent le droit de décider que le propriétaire d'un navire ne servant pas au transport de personnes et dont la jauge ne dépasse pas 300 tonneaux, est responsable à l'égard des créances du chef de mort ou lésions corporelles, d'après les dispositions de la convention, mais sans qu'il y ait lieu d'appliquer à cette responsabilité les dispositions de l'alinéa 1er de l'article 7.

Fait à Bruxelles, en un seul exemplaire, le 25 août 1924.

## PROTOCOL OF SIGNATURE.

In proceeding to the signature of the international convention for the unification of certain rules relating to the limitation of the liability of owners of seagoing vessels, the undersigned plenipotentiaries adopted the present protocol which will have the same force and the same value as if the previsions were inserted in the text of the convention to which it relates :

1. The High Contracting Parties reserve to themselves the right not to admit the limitation of the liability to the value of the vessel, the accessories and the right for damages done to works in ports, docks and navigable ways and for the cost of removing the wreck or the right only to ratify the treaty on those points on condition of reciprocity.

It is nevertheless agreed that the limitation of liability under the head of those damages will not exceed eight pounds sterling per ton of measurement, except as regards the cost of removing the wreck.

II. The High Contracting Parties reserve to themselves the right to decide that the owner of a vessel that is not used for the carriage of persons and measures not more than three hundred tons is liable as to claims arising from death of bodily injuries, in accordance with the provisions of the convention, but without there occasion to apply to that liability the provisions of paragraph 2 of article 7.

Done at Brussels, in a single copy, August 25, 1924.

CONVENTION INTERNATIONALE  
POUR L'UNIFICATION DE CERTAINES REGLES  
EN MATIERE DE

CONNAISSEMENT ET PROTOCOLE  
DE SIGNATURE

**Article 1.**

Dans la présente convention les mots suivants sont employés dans le sens précis indiqué ci-dessous :

- a) « Transporteur » comprend le propriétaire du navire ou l'affréteur, partie à un contrat de transport avec un chargeur.
- b) « Contrat de Transport » s'applique uniquement au contrat de transport constaté par un connaissance ou pour tout document similaire formant titre pour le transport des marchandises par mer; il s'applique également au connaissance ou document similaire émis en vertu d'une charte-partie à partir du moment où ce titre régit les rapports du transporteur et du porteur du connaissance.
- c) « Marchandises » comprend biens, objets, marchandises et articles de nature quelconque, à l'exception des animaux vivants et de la cargaison qui, par le contrat de transport, est déclarée comme mise sur le pont et, en fait, est ainsi transportée.
- d) « Navire » signifie tout bâtiment employé pour le transport des marchandises en mer.
- e) « Transport de marchandises » couvre le temps écoulé depuis le chargement des marchandises à bord du navire jusqu'à leur déchargement du navire.

**Article 2.**

Sous réserve des dispositions de l'article 6 le transporteur dans tous les contrats de transport des marchandises par mer sera, quant au chargement, à la manutention, à l'arrimage, au transport, à la garde, aux soins et au déchargement des dites marchandises, soumis aux responsabilités et obligations, comme il bénéficiera des droits et exonérations ci-dessous énoncés.

**Article 3.**

1. Le transporteur sera tenu avant et au début du voyage d'exercer une diligence raisonnable pour :
  - a) Mettre le navire en état de navigabilité;

INTERNATIONAL CONVENTION  
FOR THE UNIFICATION OF CERTAIN RULES OF LAW  
RELATING TO

BILLS OF LADING  
AND PROTOCOL OF SIGNATURE

(Translation)

**Article 1.**

In this convention the following words are employed, with the meanings set out below :—

- a) « Carrier » includes the owner or the charterer who enters into a contract of carriage with a shipper.
- b) « Contract of carriage » applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.
- c) « Goods » includes goods, wares, merchandise, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.
- d) « Ship » means any vessel used for the carriage of goods by sea.
- e) « Carriage of goods » covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

**Article 2.**

Subject to the provisions of Article 6, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

**Article 3.**

1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to —

- a) Make the ship seaworthy.

- b) Convenablement armer, équiper et approvisionner le navire;
- c) Approprier et mettre en bon état les cales, chambres froides et frigorifiques et toutes autres parties du navire où des marchandises sont chargées pour leur réception, transport et conservation.

2. Le transporteur, sous réserve des dispositions de l'article 4, procédera de façon appropriée et soigneuse au chargement, à la manutention, à l'arrimage, au transport, à la garde, aux soins et au déchargement des marchandises transportées.

3. Après avoir reçu et pris en charge les marchandises, le transporteur ou le capitaine ou agent du transporteur devra, sur demande du chargeur, délivrer au chargeur un connaissance portant entre autres choses :

a) Les marques principales nécessaires à l'identification des marchandises telles qu'elles sont fournies par écrit par le chargeur avant que le chargement de ces marchandises ne commence pourvu que ces marques soient imprimées ou apposées clairement de toute autre façon sur les marchandises non emballées ou sur les caisses ou emballages dans lesquelles les marchandises sont contenues, de telle sorte qu'elles devraient normalement rester lisibles jusqu'à la fin du voyage;

b) Ou le nombre de colis, ou de pièces, ou la quantité ou le poids, suivant les cas, tels qu'ils sont fournis par écrit par le chargeur;

c) L'état et le conditionnement apparent des marchandises.

Cependant aucun transporteur, capitaine ou agent du transporteur ne sera tenu de déclarer ou de mentionner, dans le connaissance des marques, un nombre, une quantité ou un poids, dont il a une raison sérieuse de soupçonner qu'ils ne représentent pas exactement les marchandises actuellement reçues par lui, ou qu'il n'a pas eu des moyens raisonnables de vérifier.

4. Un tel connaissance vaudra présomption, sauf preuve contraire, de la réception par le transporteur des marchandises telles qu'elles y sont décrites conformément au § 3 a), b) et c).

5. Le chargeur sera considéré avoir garanti au transporteur, au moment du chargement, l'exactitude des marques, du nombre, de la quantité et du poids tels qu'ils sont fournis par lui, et le chargeur indemnisera le transporteur de toutes pertes, dommages et dépenses provenant ou résultant d'inexactitudes sur ces points. Le droit du transporteur à pareille indemnité ne limitera d'aucune façon sa responsabilité et ses engagements sous l'empire du contrat de transport vis-à-vis de toute personne autre que le chargeur.

6. A moins qu'un avis des pertes ou dommages et de la nature générale de ces pertes ou dommages ne soit donné par écrit au transporteur ou à son agent au port de déchargement, avant ou au moment

- b) Properly man, equip and supply the ship.
  - c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.
2. Subject to the provisions of Article 4, the carrier, shall properly and carefull load, handle, stow, carry, keep, care for, and discharge the goods carried.
3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things :
- a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.
  - b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.
  - c) The apparent order and condition of the goods.
- Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.
4. Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b) and (c).
5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.
6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent,

de l'enlèvement des marchandises, et de leur remise sous la garde de la personne ayant droit à la délivrance sous l'empire du contrat de transport, cet enlèvement constituera, jusqu'à preuve contraire, une présomption que les marchandises ont été délivrées par le transporteur telles qu'elles sont décrites au connaissance.

Si les pertes ou dommages ne sont pas apparents, l'avis doit être donné dans les trois jours de la délivrance.

Les réserves écrites sont inutiles si l'état de la marchandise a été contradictoirement constaté au moment de la réception.

En tout cas le transporteur et le navire seront déchargés de toute responsabilité pour pertes ou dommages à moins qu'une action ne soit intentée dans l'année de la délivrance des marchandises ou de la date à laquelle elles eussent dû être délivrées.

En cas de perte ou dommage certains ou présumés, le transporteur et le réceptionnaire se donneront réciproquement toutes les facilités raisonnables pour l'inspection de la marchandise et la vérification du nombre de colis.

7. Lorsque les marchandises auront été chargées, le connaissance que délivrera le transporteur, capitaine ou agent du transporteur au chargeur sera, si le chargeur le demande, un connaissance libellé « Embarqué » pourvu que, si le chargeur a auparavant reçu quelque document donnant droit à ces marchandises, il restitue ce document contre remise d'un connaissance « Embarqué ». Le transporteur, le capitaine ou l'agent aura également la faculté d'annoter au port d'embarquement, sur le document remis en premier lieu, le ou les noms du ou des navires sur lesquels les marchandises ont été embarquées et la date ou les dates de l'embarquement, et lorsque ce document sera ainsi annoté, il sera, s'il contient les mentions de l'article 3 § 3, considéré aux fins de cet article comme constituant un connaissance libellé « Embarqué ».

8. Toute clause, convention ou accord dans un contrat de transport exonérant le transporteur ou le navire de responsabilité pour perte ou dommage concernant des marchandises provenant de négligence, faute ou manquement aux devoirs ou obligations édictées dans cet article ou atténuant cette responsabilité autrement que ne le prescrit la présente Convention, sera nulle, non avenue et sans effet. Une clause cédant le bénéfice de l'assurance au transporteur ou toute clause semblable sera considérée comme exonérant le transporteur de sa responsabilité.

#### Article 4.

1. Ni le transporteur ni le navire ne seront responsables des pertes ou dommages provenant ou résultant de l'état d'innavigabilité à moins qu'il ne soit imputable à un manque de diligence raisonnable de la part du transporteur à mettre le navire en état de navigabilité ou

within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier, to the shipper shall, if the shipper so demands, be a « shipped » bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the « shipped » bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article 3, shall for the purpose of this article be deemed to constitute a « shipped » bill of lading.

8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connexion with, goods arising from negligence, fault, or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in this convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

#### Article 4.

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their

à assurer au navire un armement, équipement ou approvisionnement convenables, ou à apprécier et mettre en bon état les cales, chambres froides et frigorifiques et toutes autres parties du navire où des marchandises sont chargées, de façon qu'elles soient aptes à la réception, au transport et à la préservation des marchandises, le tout conformément aux prescriptions de l'article 3 § 1. Toutes les fois qu'une perte ou un dommage aura résulté de l'innavigabilité, le fardeau de la preuve en ce qui concerne l'exercice de la diligence raisonnable tombera sur le transporteur ou sur toute autre personne se prévalant de l'exonération prévue au présent article.

2. Ni le transporteur ni le navire ne seront responsables pour perte ou dommage résultant ou provenant :

- a) Des actes, négligence ou défaut du capitaine, marin, pilote ou des préposés du transporteur dans la navigation ou dans l'administration du navire;
- b) d'un incendie, à moins qu'il ne soit causé par le fait ou la faute du transporteur;
- c) des périls, dangers ou accidents de la mer ou d'autres eaux navigables;
- d) d'un « acte de Dieu »;
- e) de faits de guerre;
- f) du fait d'ennemis publics;
- g) d'un arrêté ou contrainte de prince, autorités ou peuple, ou d'une saisie judiciaire;
- h) d'une restriction de quarantaine;
- i) d'un acte ou d'une omission du chargeur ou propriétaire des marchandises, de son agent ou représentant;
- j) de grèves ou lockouts ou d'arrêts ou entraves apportés au travail, pour quelque cause que ce soit, partiellement ou complètement;
- k) d'émeutes ou de troubles civils;
- l) d'un sauvetage ou tentative de sauvetage de vies ou de biens en mer;
- m) de la freinte en volume ou en poids ou de toute autre perte ou dommage résultant de vice caché, nature spéciale ou vice propre de la marchandise;
- n) d'une insuffisance d'emballage;
- o) d'une insuffisance ou imperfection de marques;
- p) de vices cachés échappant à une diligence raisonnable;
- q) de toute autre cause ne provenant pas du fait ou de la faute du transporteur ou du fait ou de la faute des agents ou préposés du transporteur, mais le fardeau de la preuve incombera à la personne réclamant le bénéfice de cette exception et il lui appartiendra de montrer que ni la faute personnelle ni le fait du transporteur ni la faute ou le fait des agents ou préposés du transporteur n'ont contribué à la perte ou au dommage.

reception, carriage and preservation in accordance the provisions of paragraph 1 of Article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this article.

2. Neither the carrier nor the ship shall be responsible for loss of damage arising or resulting from :

- a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.
- b) Fire, unless caused by the actual fault or privity of the carrier.
- c) Perils, dangers and accidents of the sea or other navigable waters.
- d) Act of God.
- e) Act of war.
- f) Act of public enemies.
- g) Arrest or restraint of princes, rulers or people, or seizure under legal process.
- h) Quarantine restrictions.
- i) Act or omission of the shipper or owner of the goods, his agent or representative.
- j) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.
- k) Riots and civil commotions.
- l) Saving or attempting to save life of property at sea.
- m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.
- n) Insufficiency of packing.
- o) Insufficiency or inadequacy of marks.
- p) Latent defects not discoverable by due diligence.
- q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. Le chargeur ne sera pas responsable des pertes ou dommages subis par le transporteur ou le navire et qui proviendraient ou résulteraient de toute cause quelconque sans qu'il y ait acte, faute ou négligence du chargeur, de ses agents ou de ses préposés.

4. Aucun déroutement pour sauver ou tenter de sauver des vies ou des biens en mer, ni aucun déroutement raisonnable ne sera considéré comme une infraction à la présente convention ou au contrat de transport, et le transporteur ne sera responsable d'aucune perte du dommage en résultant.

5. Le transporteur comme le navire ne seront tenus en aucun cas des pertes ou dommages causés aux marchandises ou les concernant, pour une somme dépassant 100 liv. sterl. par colis ou unité, ou l'équivalent de cette somme en une autre monnaie, à moins que la nature et la valeur de ces marchandises n'aient été déclarées par le chargeur avant leur embarquement et que cette déclaration ait été insérée au connaissance.

Cette déclaration ainsi insérée dans le connaissance constituera une présomption sauf preuve contraire, mais elle ne liera pas le transporteur qui pourra la contester.

Par convention entre le transporteur, capitaine ou agent du transporteur et le chargeur, une somme maximum différente de celle inscrite dans ce paragraphe peut être déterminée, pourvu que ce maximum conventionnel ne soit pas inférieur au chiffre ci-dessus fixé.

Ni le transporteur ni le navire ne seront en aucun cas responsables pour perte ou dommage causé aux marchandises ou les concernant, si dans le connaissance le chargeur a fait sciemment une déclaration fausse de leur nature ou de leur valeur.

6. Les marchandises de nature inflammable, explosive ou dangereuse, à l'embarquement desquelles le transporteur, le capitaine ou l'agent du transporteur n'auraient pas consenti, en connaissant leur nature ou leur caractère, pourront à tout moment avant déchargement, être débarquées à tout endroit ou détruites ou rendues inoffensives par le transporteur sans indemnité et le chargeur de ces marchandises sera responsable de tout dommage et dépenses provenant ou résultant directement ou indirectement de leur embarquement. Si quelqu'une de ces marchandises embarquées à la connaissance et avec le consentement du transporteur devenait un danger pour le navire ou la cargaison, elle pourrait de même façon être débarquée ou détruite ou rendue inoffensive par le transporteur, sans responsabilité de la part du transporteur si ce n'est du chef d'avaries communes s'il y a lieu.

### Article 5.

Un transporteur sera libre d'abandonner tout ou partie de ses droits et exonérations ou d'augmenter ses responsabilités et obligations

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this convention or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connexion with goods in an amount exceeding £ 100 per package or unit, or the equivalent of that sum in other currency unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration, if embodied in the bill of lading, shall be *prima facie* evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connexion with, goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

#### Article 5.

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his respon-

tels que les uns et les autres sont prévus par la présente convention pourvu que cet abandon ou cette augmentation soit inséré dans le connaissance délivré au chargeur.

Aucune disposition de la présente convention ne s'applique aux chartes-parties; mais si des connaissances sont émis dans le cas d'un navire sous l'empire d'une charte-partie, ils sont soumis aux termes de la présente convention. Aucune disposition dans ces règles ne sera considérée comme empêchant l'insertion dans un connaissance d'une disposition licite quelconque au sujet d'avaries communes.

#### **Article 6.**

Nonobstant les dispositions des articles précédents, un transporteur, capitaine ou agent du transporteur et un chargeur seront libres, pour des marchandises déterminées quelles qu'elles soient, de passer un contrat quelconque avec des conditions quelconques concernant la responsabilité et les obligations du transporteur pour ces marchandises, ainsi que les droits et exonérations du transporteur au sujet de ces mêmes marchandises, ou concernant ses obligations quant à l'état de navigabilité du navire dans la mesure où cette stipulation n'est pas contraire à l'ordre public ou concernant les soins ou diligence de ses préposés ou agents quant au déchargement, à la manutention, à l'arrimage, au transport, à la garde, aux soins et au déchargement des marchandises transportées par mer, pourvu qu'en ce cas aucun connaissance n'ait été ou ne soit émis et que les conditions de l'accord intervenu soient insérées dans un récépissé qui sera un document non négociable et portera mention de ce caractère.

Toute convention ainsi conclue aura plein effet légal.

Il est toutefois convenu que cet article ne s'appliquera pas aux cargaisons commerciales ordinaires, faites au cours d'opérations commerciales ordinaires, mais seulement à d'autres chargements où le caractère et la condition des biens à transporter et les circonstances, les termes et les conditions auxquels le transport doit se faire sont de nature à justifier une convention spéciale.

#### **Article 7.**

Aucune disposition de la présente convention ne défend à un transporteur ou à un chargeur d'insérer dans un contrat des stipulations, conditions, réserves, ou exonérations relatives aux obligations et responsabilités du transporteur ou du navire pour la perte ou les dommages survenant aux marchandises, ou concernant leur garde, soin et manutention, antérieurement au chargement et postérieurement au déchargement du navire sur lequel les marchandises sont transportées par mer.

sibilities and obligations under this convention, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of this convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this convention. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

#### **Article 6.**

Notwithstanding the provisions of the preceding articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading handling, stowage, carriage, custody, care and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect.

Provided that this article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

#### **Article 7.**

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier of the ship for the loss or damage to, or in connexion with, the custody and care and handling of goods prior to the loading on, and subsequent to, the discharge from the ship on which the goods are carried by sea.

### **Article 8.**

Les dispositions de la présente convention ne modifient ni les droits ni les obligations du transporteur tels qu'ils résultent de toute loi en vigueur en ce moment relativement à la limitation de la responsabilité des propriétaires de navires de mer.

### **Article 9.**

Les unités monétaires dont il s'agit dans la présente convention s'entendent valeur or.

Ceux des Etats contractants où la livre sterling n'est pas employée comme unité monétaire se réservent le droit de convertir en chiffres ronds, d'après leur système monétaire, les sommes indiquées en livres sterling dans la présente convention.

Les lois nationales peuvent réserver au débiteur la faculté de se libérer dans la monnaie nationale, d'après le cours du change au jour de l'arrivée du navire au port de déchargement de la marchandise dont il s'agit.

### **Article 10.**

Les dispositions de la présente convention s'appliqueront à tout connaissance créé dans un des Etats contractants.

### **Article 11.**

A l'expiration du délai de deux ans au plus tard à compter du jour de la signature de la convention, le Gouvernement belge entrera en rapport avec les Gouvernements des Hautes Parties contractantes qui se seront déclarées prêtes à la ratifier, à l'effet de faire décider s'il y a lieu de la mettre en vigueur. Les ratifications seront déposées à Bruxelles à la date qui sera fixée de commun accord entre les dits Gouvernements. Le premier dépôt de ratifications sera constaté par un procès-verbal signé par les représentants des Etats qui y prendront part et par le Ministre des Affaires Etrangères de Belgique.

Les dépôts ultérieurs se feront au moyen d'une notification écrite, adressée au Gouvernement belge et accompagnée de l'instrument de ratification.

Copie certifiée conforme du procès-verbal relatif au premier dépôt de ratifications, de notifications mentionnées à l'alinéa précédent, ainsi que des instruments de ratifications qui les accompagnent sera immédiatement, par les soins du Gouvernement belge et par la voie diplomatique, remise aux Etats qui ont signé la présente convention ou qui y auront adhéré. Dans les cas visés à l'alinéa précédent, le dit Gouvernement fera connaître, en même temps, la date à laquelle il a reçu la notification.

### **Article 8.**

The provisions of this convention shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of seagoing vessels.

### **Article 9.**

The monetary units mentioned in this convention are to be taken to be gold value.

Those contracting States in which the pound sterling is not a monetary unit reserve to themselves the right of translation the sums indicated in this convention in terms of pound sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing on the day of the arrival of the ship at the port of discharge of the goods concerned.

### **Article 10.**

The provisions of this convention shall apply to all bills of lading issued in any of the contracting States.

### **Article 11.**

After an interval of not more than two years from the day on which the convention is signed the Belgian Government shall place itself in communication with the Governments of the High contracting Parties which have declared themselves prepared to ratify the convention, with a view to deciding whether it shall be put into force. The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said Governments. The first deposit of ratifications shall be recorded in a procès-verbal signed by the representatives of the Powers which take part therein and by the Belgian Minister for Foreign Affairs.

The subsequent deposit of ratifications shall be made by means of a written notification, addressed to the Belgian Government and accompanied by the instrument of ratification.

A duly certified copy of the procès-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the Powers who have signed this convention or who have acceded to it. In the cases contemplated in the preceding paragraph, the said Government shall inform them at the same time of the date on which it received the notification.

### **Article 12.**

Les Etats non signataires pourront adhérer à la présente convention, qu'ils aient été ou non représentés à la Conférence Internationale de Bruxelles.

L'Etat qui désire adhérer notifie par écrit son intention au Gouvernement belge en lui transmettant l'acte d'adhésion, qui sera déposé dans les archives du dit Gouvernement.

Le Gouvernement belge transmettra immédiatement à tous les Etats signataires ou adhérents copie certifiée conforme de la notification ainsi que de l'acte d'adhésion en indiquant la date à laquelle il a reçu la notification.

### **Article 13.**

Les Hautes Parties contractantes peuvent au moment de la signature, du dépôt des ratifications ou lors de leur adhésion déclarer que l'acceptation qu'elles donnent à la présente Convention ne s'applique pas soit à certains soit à aucun des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, se trouvant sous leur souveraineté ou autorité. En conséquence, elles peuvent ultérieurement adhérer séparément au nom de l'un ou de l'autre de ces Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, ainsi exclus dans leur déclaration originale. Elles peuvent aussi, en se conformant à ces dispositions, dénoncer la présente Convention séparément pour l'un ou plusieurs des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer se trouvant sous leur souveraineté ou autorité.

### **Article 14.**

A l'égard des Etats qui auront participé au premier dépôt de ratifications la présente convention produira effet un an après la date du procès-verbal de ce dépôt. Quant aux Etats qui la ratifieront ultérieurement ou qui y adhéreront, ainsi que dans les cas où la mise en vigueur se fera ultérieurement et selon l'article 13, elle produira effet six mois après que les notifications prévues à l'article 11, alinéa 2, et à l'article 12, alinéa 2, auront été reçues par le Gouvernement belge.

### **Article 15.**

S'il arrivait qu'un des Etats contractants voulût dénoncer la présente Convention, la dénonciation sera notifiée par écrit au Gouvernement belge, qui communiquera immédiatement copie certifiée conforme de la notification à tous les autres Etats, en leur faisant savoir, la date à laquelle il l'a reçue.

### **Article 12.**

Non-signatory States may accede to the present convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

### **Article 13.**

The High contracting Parties may at the time of signature, ratification or accession declare that their acceptance of the present convention does not include any or all of the self-governing Dominions, or of the colonies, overseas possessions, protectorates or territories under their sovereignty or authority, and they may subsequently accede separately on behalf of any self-governing Dominion, colony, overseas possession, protectorate or territory excluded in their declaration. They may also denounce the convention separately in accordance with its provisions in respect of any self-governing Dominion, or any colony, overseas possession, protectorate or territory under their sovereignty or authority.

### **Article 14.**

The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the protocol recording such deposit. As respects the States which ratify subsequently or which accede, and also in cases in which the convention is subsequently put into effect in accordance with Article 13, it shall take effect six months after the notifications specified in paragraph 2 of Article 11 and paragraph 2 of Article 12 have been received by the Belgian Government.

### **Article 15.**

In the event of one of the contracting States wishing to denounce the present convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States, informing them of the date on which it was received.

La dénonciation produira ses effets à l'égard de l'Etat seul qui l'aura notifiée et un an après que la notification en sera parvenue au Gouvernement belge.

#### Article 16.

Chaque Etat contractant aura la faculté de provoquer la réunion d'une nouvelle conférence, dans le but de rechercher les améliorations qui pourraient être apportées à la présente Convention.

Celui des Etats qui ferait usage de cette faculté aurait à notifier un an à l'avance son intention aux autres Etats, par l'intermédiaire du Gouvernement belge, qui se chargerait de convoquer la conférence.

Fait à Bruxelles, en un seul exemplaire.

Le 25 août 1924.

#### PROTOCOLE DE SIGNATURE.

En procédant à la signature de la Convention Internationale pour l'unification de certaines règles en matière de connaissance, les Plénipotentiaires soussignés ont adopté le présent Protocole qui aura la même force et la même valeur que si ces dispositions étaient insérées dans le texte même de la Convention à laquelle il se rapporte.

Les Hautes Parties contractantes pourront donner effet à cette Convention soit en lui donnant force de loi, soit en introduisant dans leur législation nationale les règles adoptées par la Convention sous une forme appropriée à cette législation.

Elles se réservent expressément le droit :

1. de préciser que dans les cas prévus par l'art. 4 alinéa 2 de c) à p), le porteur du connaissance peut établir la faute personnelle du transporteur ou les fautes de ses préposés non couverts par le paragraphe a).

2. d'appliquer en ce qui concerne le cabotage national l'article 6 à toutes catégories de marchandises, sans tenir compte de la restriction figurant au dernier alinéa dudit article.

Fait à Bruxelles, en un seul exemplaire, le 25 août 1924.

The denunciation shall only operate in respect of the State which made the notification, and on the expiry of one year after the notification has reached the Belgian Government.

#### Article 16.

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise this right should notify its intention to the other States through the Belgian Government, which would make arrangements for convening the Conference.

Done at Brussels, in a single copy, the 25th August, 1924.

#### PROTOCOL OF SIGNATURE.

At the time of signing the International Convention for the Unification of certain Rules of Law relating to Bills of Lading the Plenipotentiaries whose signatures appear below have adopted this Protocol, which will have the same force and the same value as if its provisions were inserted in the text of the Convention to which its relates.

The High Contracting Parties may give effect to this convention either by giving it the force of law or by including in their national legislation in a form appropriate to that legislation the rules adopted under this convention.

They may reserve the right —

1. To prescribe that in the cases referred to in paragraph 2 (c) to (p) of Article 4 the holder of a bill of lading shall be entitled to establish responsibility for loss or damage arising from the personal fault of the carrier or the fault of his servants which are not covered by paragraph (a).

2. To apply Article 6 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.

Done at Brussels, in a single copy, the 25th August, 1924.

CONVENTION INTERNATIONALE  
POUR L'UNIFICATION DE CERTAINES REGLES  
RELATIVES

AUX PRIVILEGES ET HYPOTHEQUES  
MARITIMES

ET PROTOCOLE DE SIGNATURE

*signés à Bruxelles le 10 avril 1926.*

**Article 1.**

Les hypothèques, mortgages, gages sur navires, régulièrement établis d'après les lois de l'Etat contractant auquel le navire est ressortissant et inscrits dans un registre public, soit du ressort du port d'enregistrement, soit d'un office central, seront considérés comme valables et respectés dans tous les autres pays contractants.

**Article 2.**

Sont privilégiés sur le navire, sur le fret du voyage pendant lequel est née la créance privilégiée et sur les accessoires du navire et du fret acquis depuis le début du voyage :

1°) Les frais de justice dus à l'Etat et dépenses encourues dans l'intérêt commun des créanciers, pour la conservation du navire ou pour parvenir à la vente et à la distribution de son prix ; les droits de tonnage, de phare ou de port et les autres taxes et impôts publics de mêmes espèces ; les frais de pilotage, les frais de garde et de conservation depuis l'entrée du navire dans les derniers ports ;

2°) Les créances résultant du contrat d'engagement du capitaine, de l'équipage et des autres personnes engagées à bord ;

3°) Les rémunérations dues pour sauvetage et assistance et la contribution du navire aux avaries communes ;

4°) Les indemnités pour abordage ou autres accidents de navigation, ainsi que pour dommages causés aux ouvrages d'art des ports, docks et voies navigables ; les indemnités pour lésions corporelles aux passagers et aux équipages ; les indemnités pour perte ou avaries de cargaison ou de bagages ;

5°) Les créances provenant des contrats passés ou d'opérations effectuées par le capitaine hors du port d'attache, en vertu de ses pouvoirs légaux, pour les besoins réels de la conservation du navire ou de la continuation du voyage, sans distinguer si le capitaine est

INTERNATIONAL CONVENTION FOR THE  
UNIFICATION OF CERTAIN RULES RELATING TO  
**MARITIME LIENS AND MORTGAGES**

*signed at Brussels, April 10, 1926.*

(Translation)

**Article 1.**

Mortgages, hypothecations and other similar charges upon vessels, duly effected in accordance with the law of the contracting State to which the vessel belongs, and registered in a public register either at the port of the vessel's registry or a central office, shall be regarded as valid and respected in all the other contracting countries.

**Article 2.**

The following give rise to maritime liens on a vessel, on the freight for the voyage during which the claim giving use to the lien arises, and on the accessories of the vessel and freight accrued since the commencement of the voyage :

1. Law costs due to the State, and expenses incurred in the common interest of the creditors in order to preserve the vessel or to procure its sale and the distribution of the proceeds of sale ; tonnage dues, tonnage dues light or harbor dues, and other public taxes and charges of the same character ; pilotage dues ; the cost of watching and preservation from the time of the entry of the vessel into the last port ;
2. Claims arising out of the contract of engagement of the master, crew, and other persons hired on board ;
3. Remuneration for assistance and salvage, and the contribution of the vessel in general average ;
4. Indemnities for collision or other accident of navigation, as also for damage caused to works forming part of harbors, docks, and navigable ways ; indemnities for bodily injury to passengers or crew ; indemnities for loss of or damage to cargo or baggage ;
5. Claims arising on contracts entered into or acts done by the master, acting within the scope of his authority, away from the vessel's home port, where such contracts or acts are necessary for the preservation of the vessel or the continuation of its voyage, whether the master is or is not at the same time owner of the vessel, and

ou non en même temps propriétaire du navire et si la créance est la sienne ou celle des fournisseurs, réparateurs, prêteurs ou autres contractants.

### **Article 3.**

Les hypothèques, mortgages, gages sur navires prévus à l'article 1er, prennent rang immédiatement après les créances privilégiées mentionnées à l'article précédent.

Les lois nationales peuvent accorder un privilège à d'autres créances que celles prévues audit article mais sans modifier le rang réservé aux créances garanties par hypothèques, mortgages et gages et aux priviléges les primant.

### **Article 4.**

Les accessoires du navire et du fret visés à l'article 2 s'entendent :

1°) Des indemnités dues au propriétaire à raison de dommages matériels subis par le navire et non réparés, ou pour pertes de fret.

2°) Des indemnités dues au propriétaire pour avaries communes, en tant que celles-ci constituent soit des dommages matériels subis par le navire et non réparés, soit des pertes de fret ;

3°) Des rémunérations dues au propriétaire pour assistance prêtée ou sauvetage effectué jusqu'à la fin du voyage, déduction faite des sommes allouées au capitaine et autres personnes au service du navire.

Le prix du passage, et, éventuellement, les sommes dues en vertu de l'article 4 de la Convention pour la limitation de la responsabilité des propriétaires de navires sont assimilés au fret.

Ne sont pas considérés comme accessoires du navire ou du fret les indemnités dues au propriétaire en vertu de contrats d'assurance, non plus que les primes, subventions ou autres subsides nationaux.

Par dérogation à l'article 2, alinéa 1er, le privilège prévu au profit des personnes au service du navire porte sur l'ensemble des frets dus pour tous les voyages effectués pendant le cours du même contrat d'engagement.

### **Article 5.**

Les créances se rapportant à un même voyage sont privilégiées dans l'ordre où elles sont rangées à l'article 2. Les créances comprises dans chacun des numéros viennent en concurrence et au marc le franc en cas d'insuffisance du prix.

Les créances visées aux n° 3 et 5, dans chacune de ces catégories, sont remboursées par préférence dans l'ordre inverse des dates où elles sont nées.

whether the claim is his own or that of shipchandlers, repairers, lenders, or other contractual creditors.

### Article 3.

The mortgages, hypothecations, and other charges on vessels referred to in article 1 rank immediately after the secured claims referred to in the last preceding article.

National laws may grant a lien in respect of claim other than those referred to in the said last-mentioned article, so, however, as not to modify the ranking of claims secured by mortgages, hypothecations, and other similar charges, or by the liens taking precedence thereof.

### Article 4.

The accessories of the vessel and the freight mentioned in article 2, mean :

1. Compensation due to the owner for material damage sustained by the vessel and not repaired, or for loss of freight ;
2. General average contributions due to the owner, in respect of material damage sustained by the vessel and not repaired, or in respect of loss of freight ;
3. Remuneration due to the owner for assistance and salvage services rendered at any time before the end of the voyage, any sums allotted to the master or other persons in the service of the vessel being deducted.

The provision as to freight apply also to passage money, and, in the last resort, to the sums due under article 4 of the convention on the limitation of shipowners' liability.

Payments made or due to the owner on policies of insurance, as well as bounties, subventions, and other national subsidies are not deemed to be accessories of the vessel or of the freight.

Notwithstanding anything in the opening words of article 2, the lien in favor of persons in the service of the vessel extends, to the total amount of freight due for all voyages made during the subsistence of the same contract of engagement.

### Article 5.

Claims secured by a lien and relating to the same voyage rank in the order in which they are set out article 2. Claims included under any one heading share concurrently and ratably in the event of the fund available being insufficient to pay the claims in full.

The claims mentioned under Nos. 3 and 5 in that article rank, in each of the two categories, in the inverse order of the dates on which they came into existence.

Les créances se rattachant à un même événement sont réputées nées en même temps.

#### **Article 6.**

Les créances privilégiées du dernier voyage sont préférées à celles des voyages précédents.

Toutefois, les créances résultant d'un contrat unique d'engagement portant sur plusieurs voyages viennent toutes au même rang avec les créances du dernier voyage.

#### **Article 7.**

En vue de la distribution du prix de la vente des objets affectés par le privilège, les créanciers privilégiés ont la faculté de produire pour le montant intégral de leurs créances, sans déduction du chef des règles sur la limitation, mais sans que les dividendes leur revenant puissent dépasser la somme due en vertu desdites règles.

#### **Article 8.**

Les créances privilégiées suivent le navire en quelque main qu'il passe.

#### **Article 9.**

Les priviléges s'éteignent, en dehors des autres cas prévus par les lois nationales, à l'expiration du délai d'un an, sans que, pour les créances de fournitures, visées au n° 5 de l'article 2, le délai puisse dépasser six mois.

Le délai court pour les priviléges garantissant les rémunérations d'assistance et de sauvetage, à partir du jour où les opérations sont terminées ; pour le privilège garantissant les indemnités d'abordage et autres accidents et pour lésions corporelles, du jour où le dommage a été causé ; pour le privilège, pour les pertes ou avaries de cargaison ou des bagages, du jour de la délivrance de la cargaison ou des bagages ou de la date à laquelle ils eussent dû être délivrés ; pour les réparations et fournitures et autres cas visés au 5<sup>e</sup> de l'art. 2, à partir du jour de la naissance de la créance. Dans tous les autres cas le délai court à partir de l'exigibilité de la créance.

La faculté de demander des avances ou des acomptes n'a pas pour conséquence de rendre exigibles les créances des personnes engagées à bord, visées au n° 2 de l'art. 2.

Parmi les cas d'extinction prévus par les lois nationales, la vente n'éteint les priviléges que si elle est accompagnée des formalités de

Claims arising from one and the same occurrence are deemed to have come into existence at the same time.

#### Article 6.

Claims secured by a lien and attaching to the last voyage have priority over those attaching to previous voyages.

Provided that claims, arising on one and the same contract of engagement extending over several voyages, all rank with claims attaching to the last voyage.

#### Article 7.

As regards the distribution of the sum resulting from the sale of the property subject to a lien, the creditors whose claims are secured by a lien have the right to put forward their claims in full, without any deduction on account of the rules relating to limitation of liability, provided, however, that the sum apportioned to them may not exceed the sum due having regard to the said rules.

#### Article 8.

Claims secured by a lien follow the vessel into whatever hands it may pass.

#### Article 9.

The liens cease to exist, apart from other cases provided for by national laws, at the expiration of one year, and, in the case of liens for supplies mentioned in n° 5 of article 2, shall continue in force for not more than six months.

The periods for which the lien remains in force in the case of liens securing claims in respect of assistance and salvage runs from the day when the services terminated, in the case of liens securing claims in respect of collision and other accidents and in respect of bodily injuries from the day when the damage was caused ; in the case of liens for the loss of or damage to cargo or baggage from the day of the delivery of the cargo or baggage or from the day when they should have been delivered ; for repairs and supplies and other cases mentioned in N° 5 of article 2 from the day when the claim originated.

In all the other cases the period runs from the enforceability of the claim.

The fact that any of the persons employed on board, mentioned in N° 2 article 2 has a right to any payment in advance or on account does not render his claim enforceable.

As respects the cases provided for in the national laws in which a lien is extinguished, a sale shall extinguish a lien only if accompanied

publicité déterminées par les lois nationales. Ces formalités comporteront un préavis donné dans la forme et les délais prévus par ces lois à l'administration chargée de la tenue des registres prévus à l'article 1er de la présente Convention.

Les causes d'interruption des délais susdits sont déterminées par la loi du tribunal saisi.

Les Hautes Parties Contractantes se réservent le droit d'admettre dans leur législation, comme prorogeant le délai ci-dessus fixé le fait que le navire grevé n'a pu être saisi dans les eaux territoriales de l'Etat dans lequel le demandeur a son domicile ou son principal établissement, sans que ce délai puisse dépasser trois ans depuis la naissance de la créance.

#### **Article 10.**

Le privilège sur le fret peut être exercé tant que le fret est encore dû ou que le montant du fret se trouve encore entre les mains du capitaine ou de l'agent du propriétaire. Il en est de même du privilège sur les accessoires.

#### **Article 11.**

Sauf ce qui est prévu à la présente Convention, les priviléges établis par les dispositions qui précèdent ne sont soumis à aucune formalité, ni à aucune condition spéciale de preuve.

Cette disposition ne porte pas atteinte au droit de chaque Etat de maintenir dans sa législation les dispositions exigeant du capitaine l'accomplissement de formalités spéciales, soit pour certains emprunts sur le navire, soit pour la vente de la cargaison.

#### **Article 12.**

Les lois nationales doivent déterminer la nature et la forme des documents se trouvant à bord du navire sur lesquels mention doit être faite des hypothèques, mortgages et gages prévus à l'article premier, sans que toutefois le créancier qui a requis cette mention dans les formes prévues puisse être responsable des omissions, erreurs ou retards de l'inscription sur ces documents.

#### **Article 13.**

Les dispositions qui précèdent sont applicables aux navires exploités par un armateur non propriétaire ou par un affréteur principal, sauf lorsque le propriétaire s'est trouvé dessaisi par un acte illicite et quand, en outre, le créancier n'est pas de bonne foi.

by formalities of publicity which shall be laid down by the national laws. These formalities shall include a notice given in such form and within such time as the national laws may prescribe to the authority charge with keeping the registers referred to in article 1 of this convention.

The grounds, upon which the above periods may be interrupted are determined by the law of the court where the case is tried.

The High Contracting Parties reserve to themselves the right to provide, by legislation, in their respective countries, that the said periods shall be extended in cases where it has not been possible to arrest the vessel to which a lien attaches in the territorial waters of the State in which the claimant has his domicile or his principal place of business, provided that the extended period shall not exceed three years from the time when the claim originated.

#### **Article 10.**

A lien on freight may be enforced so long as the freight is still due or the amount of the freight is still in the hands of the master or the agent of the owner. The same principle applies to a lien on accessories.

#### **Article 11.**

Subject to the provisions of this convention, liens established by the preceding provisions are subject to no formality and to no special condition of proof.

This provisions does not affect the right of any State to maintain in the legislation provisions requiring the master of a vessel to fulfil special formalities in the case of certain loans raised on the security of the vessel, or in the case of the sale of its cargo.

#### **Article 12.**

National laws must prescribe the nature and the form of documents to be carried on board the vessel which entry must be made of the mortgages, hypothecations, and other charges referred to in article 1 ; so, however, that the mortgages requiring such entry in the said form be not held responsible for any omission, mistake, or delay in inscribing the same on the said documents.

#### **Article 13.**

The foregoing provisions of this convention apply to vessels under the management of a person who operates them without owning them or to the principal charterer, except in cases where the owner has been dispossessed by an illegal act, or where the claimant is not a bona fide claimant.

### **Article 14.**

Les dispositions de la présente convention seront appliquées dans chaque Etat contractant lorsque le navire grevé est ressortissant d'un Etat contractant, ainsi que dans les autres cas prévus par les lois nationales.

Toutefois, le principe formulé dans l'alinéa précédent ne porte pas atteinte au droit des Etats contractants de ne pas appliquer les dispositions de la présente convention en faveur des ressortissants d'un Etat non contractant.

### **Article 15.**

La présente convention est sans application aux navires de guerre et aux navires d'Etat exclusivement affectés à un service public.

### **Article 16.**

Rien, dans les dispositions qui précèdent, ne porte atteinte à la compétence des tribunaux, à la procédure et aux voies d'exécution organisées par les lois nationales.

### **Article 17.**

A l'expiration du délai de deux ans au plus tard à compter du jour de la signature de la convention, le Gouvernement belge entrera en rapport avec les Gouvernements des Hautes Parties Contractantes qui se seront déclarées prêtes à la ratifier, à l'effet de faire décider s'il y a lieu de la mettre en vigueur. Les ratifications seront déposées à Bruxelles à la date qui sera fixée de commun accord entre lesdits Gouvernements. Le premier dépôt de ratifications sera constaté par un procès-verbal signé par les représentants des Etats qui y prendront part et par le Ministre des Affaires Etrangères de Belgique.

Les dépôts ultérieurs se feront au moyen d'une notification écrite, adressée au Gouvernement belge et accompagnée de l'instrument de ratification.

Copie certifiée conforme du procès-verbal relatif au premier dépôt de ratifications, des notifications mentionnées à l'alinéa précédent, ainsi que des instruments de ratification qui les accompagnent sera immédiatement, par les soins du Gouvernement belge et par la voie diplomatique, remise aux Etats qui ont signé la présente convention ou qui y auront adhéré. Dans les cas visés à l'alinéa précédent, ledit Gouvernement fera connaître, en même temps, la date à laquelle il a reçu la notification.

#### **Article 14.**

The provisions of this convention shall be applied in each contracting State in cases in which the vessel to which the claim relates belongs to a contracting State, as well as in any other cases provided for by the national laws.

Nevertheless the principle formulated in the preceding paragraph does not affect the right of the contracting States not to apply the provisions of this convention in favor of the nationals of a non-contracting State.

#### **Article 15.**

This convention does not apply to vessels of war nor to government vessels appropriated exclusively to the public service.

#### **Article 16.**

Nothing in the foregoing provisions shall be deemed to affect in any way the competence of tribunals, modes of procedure or methods of execution authorized by the national law.

#### **Article 17.**

After an interval of not more than two years from the day on which the convention is signed, the Belgian Government shall place itself in communication with the Governments of the High Contracting Parties which have declared themselves prepared to ratify the convention, with a view to deciding whether it shall be put into force. The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said Governments. The first deposit of ratifications shall be recorded in a procès verbal signed by the representatives of the powers which take part therein and by the Belgian Minister for Foreign Affairs.

The subsequent deposits of ratifications shall be made by means of a written notification, addressed to the Belgian Government, and accompanied by the instrument of ratification.

A duly certified copy of the procès verbal relating to the first deposit of ratifications, of the notification referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the powers who have signed this convention or who have acceded to it. In the cases contemplated in the preceding paragraph the said Government shall inform them at the same time of the date on which it received the notification.

### **Article 18.**

Les Etats non signataires pourront adhérer à la présente convention, qu'ils aient été ou non représentés à la Conférence internationale de Bruxelles.

L'Etat qui désire adhérer notifie par écrit son intention au Gouvernement belge, en lui transmettant l'acte d'adhésion, qui sera déposé dans les archives dudit Gouvernement.

Le Gouvernement belge transmettra immédiatement à tous les Etats signataires ou adhérents copie certifiée conforme de la notification ainsi que de l'acte d'adhésion, en indiquant la date à laquelle il a reçu la notification.

### **Article 19.**

Les Hautes Parties Contractantes peuvent au moment de la signature du dépôt des ratifications ou lors de leur adhésion, déclarer que l'acceptation qu'elles donnent à la présente Convention ne s'applique pas soit à certains soit à aucun des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, se trouvant sous leur souveraineté ou autorité. En conséquence, elles peuvent ultérieurement adhérer séparément au nom de l'un ou l'autre des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, ainsi exclus dans leur déclaration originale. Elles peuvent aussi, en se conformant à ces dispositions, dénoncer la présente Convention, séparément pour l'un ou plusieurs des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer se trouvant sous leur souveraineté ou autorité.

### **Article 20.**

A l'égard des Etats qui auront participé au premier dépôt de ratifications, la présente convention produira effet un an après la date du procès-verbal de ce dépôt. Quant aux Etats qui la ratifieront ultérieurement ou qui y adhéreront, ainsi que dans le cas où la mise en vigueur se fera ultérieurement et selon l'article 19, elle produira effet six mois après que les notifications prévues à l'article 17, alinéa 2 et à l'article 18, alinéa 2, auront été reçues par le Gouvernement belge.

### **Article 21.**

S'il arrivait qu'un des Etats contractants voulut dénoncer la présente convention, la dénonciation sera notifiée par écrit au Gouvernement belge, qui communiquera immédiatement copie certifiée conforme de la notification à tous les autres Etats, en leur faisant savoir la date à laquelle il l'a reçue.

### **Article 18.**

Non-signatory States may accede to the present convention whether or not they have been represented at the international conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

### **Article 19.**

The High Contracting Parties may at the time of signature, ratification, or accession declare that their acceptance of the present convention does not include any or all of the self-governing Dominions, or of the colonies, overseas possessions, protectorates, or territories under their sovereignty or authority, and they may subsequently accede separately on behalf of any selfgoverning Dominion, colony, overseas possession, protectorate or territory excluded in their declaration. They may also denounce the convention separately in accordance with its provision in respect of any sel-governing Dominion, or any colony, overseas possession, protectorate, or territory under their sovereignty or authority.

### **Article 20.**

The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the procès verbal recording such deposit. As respects the States which ratify subsequently or which accede, and also in case in which the convention is subsequently put into effect in accordance with article 19, it shall take effect six months after the notifications specified in article 17, paragraph 2, and article 18, paragraph 2, have been received by the Belgian Government.

### **Article 21.**

In the event of one of the contracting States wishing to denounce the present convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States informing them of the date on which it was received.

La dénonciation produira ses effets à l'égard de l'Etat seul qui l'aura notifiée et un an après que la notification en sera parvenue au Gouvernement belge.

#### Article 22.

Chaque Etat contractant aura la faculté de provoquer la réunion d'une nouvelle conférence, dans le but de rechercher les améliorations qui pourraient être apportées à la présente convention.

Celui des Etats qui ferait usage de cette faculté aurait à notifier un an à l'avance son intention aux autres Etats, par l'intermédiaire du Gouvernement belge, qui se chargerait de convoquer la conférence.

### PROTOCOLE DE SIGNATURE

En procédant à la signature de la Convention internationale pour l'unification de certaines règles relatives aux priviléges et hypothèques maritimes, les Plénipotentiaires soussignés ont adopté le présent Protocole, qui aura la même force et la même valeur que si ces dispositions étaient insérées dans le texte même de la Convention à laquelle il se rapporte.

I. « Il est entendu que la législation de chaque Etat reste libre ;

1<sup>o</sup>) d'établir parmi les créances visées au 1<sup>o</sup> de l'article 2 un ordre déterminé inspiré par le souci des intérêts du Trésor ;

2<sup>o</sup>) d'accorder aux administrations des ports, docks, phares et voies navigables qui ont fait enlever une épave ou d'autres objets gênant la navigation ou qui sont créanciers pour droits de port, ou pour des dommages causés par la faute d'un navire, le droit, en cas de non-paiement, de retenir le navire, les épaves ou autres objets, de les vendre et de s'indemniser sur le prix par préférence à d'autres créanciers, et

3<sup>o</sup>) de régler le rang des créanciers pour dommages causés aux ouvrages d'art autrement qu'il n'est dit à l'article 5 et à l'article 6.

II. « Il n'est pas porté atteinte aux dispositions des lois nationales des Etats contractants qui accorderaient un privilège aux établissements publics d'assurance pour les créances résultant de l'assurance du personnel des navires ».

Fait à Bruxelles, en un seul exemplaire, le 10 avril 1926.

The denunciation shall only operate in respect of the State which made the notification, and on the expiration of one year after the notification has reached the Belgian Government.

### Article 22.

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise this right should give one year advance notice of its intention to the other States through the Belgian Government, which would make arrangements for convening the Conference.

### PROTOCOL OF SIGNATURE

In proceeding to the signature of the international convention for the unification of certain rules relating to maritime liens and mortgages, the undersigned plenipotentiaries have adopted the present protocol, which will have the same force and the same value as if the provisions were inserted in the text of the convention to which it relates :

I. It is understood that the legislation of each State remains free :

1) To establish among the claims mentioned in N° 1 of article 2, a definite order of priority with a view to safeguarding the interests of the Treasury ;

2) To confer on the authorities administering harbors, docks, lighthouses, and navigable ways, who have caused a wreck or other obstruction to navigation to be removed, or who are creditors in respect of harbor dues, or for damage caused by the fault of a vessel, the right, in case of non-payment, to detain the vessel, wreck, or other property, to sell the same, and to indemnify themselves out of the proceeds in priority to other claimants, and

3) To determine the rank of the claimants for damages done to works otherwise than as stated in article 5 and in article 6.

II. There is no impairment of the provisions in the national laws of the contracting States conferring a lien upon public insurance associations in respect of claims arising out of the insurance of the personnel of vessels.

Done at Brussels, in a single copy, April 10, 1926.

CONVENTION INTERNATIONALE  
POUR L'UNIFICATION DE CERTAINES REGLES  
CONCERNANT

LES IMMUNITES DES NAVIRES D'ETAT,

*signée à Bruxelles, le 10 avril 1926.*

**Article 1.**

Les navires de mer appartenant aux Etats ou exploités par eux, les cargaisons leur appartenant, les cargaisons et passagers transportés par les navires d'Etat, de même que les Etats qui sont propriétaires de ces navires ou qui les exploitent, ou qui sont propriétaires de ces cargaisons, sont soumis, en ce qui concerne les réclamations relatives à l'exploitation de ces navires ou au transport de ces cargaisons, aux mêmes règles de responsabilité et aux mêmes obligations que celles applicables aux navires, cargaisons et armements privés.

**Article 2.**

Pour ces responsabilités et obligations les règles concernant la compétence des tribunaux, les actions en justice et la procédure, sont les mêmes que pour les navires de commerce appartenant à des propriétaires privés et que pour les cargaisons privées et leurs propriétaires.

**Article 3.**

§ 1. Les dispositions des deux articles précédents ne sont pas applicables aux navires de guerre, yachts d'Etat, navires de surveillance, bateaux-hôpitaux, navires auxiliaires, navires de ravitaillement et autres bâtiments appartenant à un Etat ou exploités par lui et affectés exclusivement au moment de la naissance de la créance, à un service gouvernemental et non commercial, et ces navires ne seront pas l'objet de saisies, d'arrêts ou de détention par une mesure de justice quelconque ni d'aucune procédure judiciaire « *in rem* ».

Toutefois, les intéressés ont le droit de porter leurs réclamations devant les tribunaux compétents de l'Etat, propriétaire du navire ou l'exploitant, sans que cet Etat puisse se prévaloir de son immunité :

1<sup>o</sup> pour les actions du chef d'abordage ou d'autres accidents de navigation ;

2<sup>o</sup> pour les actions du chef d'assistance, de sauvetage et d'avaries communes ;

INTERNATIONAL CONVENTION FOR THE  
UNIFICATION OF CERTAIN RULES CONCERNING  
THE IMMUNITY OF STATE-OWNED SHIPS,

*signed at Brussels April 10, 1926.*

(Translation)

**Article 1.**

Sea-going ships owned or operated by States, cargoes owned by them, and cargoes and passengers carried on State-owned ships, as well as the States which own or operate such ships and own such cargoes shall be subject, as regards claims in respect of the operation of such ships or in respect of the carriage of such cargoes, to the same rules of liability and the same obligations as those applicable in the case of privately-owned ships, cargoes and equipment.

**Article 2.**

As regards such liabilities and obligations, the rules relating to the jurisdiction of the Courts, rights of actions and procedure shall be the same as for merchant ships belonging to private owners and for private cargoes and their owners.

**Artcile 3.**

§ 1. The provisions of the two preceding Articles shall not apply to ships of war, State-owned yachts, patrol vessels, hospital ships, fleet auxiliaires, supply ships and other vessels owned or operated by a State and employed exclusively at the time when the cause of action arises on Government and non-commercial service, and such ships shall not be subject to seizure, arrest or detention by any legal process, nor to any proceedings in rem.

Nevertheless, claimants shall have the right to proceed before the appropriate Courts of the State which owns or operates the ship in the following cases :

- 1º Claims in respect of collision or other accidents of navigation ;
- 2º Claims in respect of salvage or in the nature of salvage and in respect of general average ;
- 3º Claims in respect of repairs, supplies or other contracts relating to the ship ;

3<sup>e</sup> pour les actions du chef de réparation, fournitures ou autres contrats relatifs au navire.

§ 2. Les mêmes règles s'appliquent aux cargaisons appartenant à un Etat et transportées à bord des navires ci-dessus visés.

§ 3. Les cargaisons appartenant à un Etat et transportées à bord des navires de commerce, dans un but gouvernemental et non commercial, ne seront pas l'objet de saisies, arrêts ou détentions par une mesure de justice quelconque, ni d'aucune procédure judiciaire « in rem ».

Toutefois, les actions du chef d'abordage et d'accident nautique, d'assistance et de sauvetage et d'avaries communes, ainsi que les actions du chef des contrats relatifs à ces cargaisons pourront être poursuivies devant le Tribunal ayant compétence en vertu de l'article 2.

#### **Article 4.**

Les Etats pourront invoquer tous les moyens de défense, de prescription et de limitation de responsabilité dont peuvent se prévaloir les navires privés et leurs propriétaires.

S'il est nécessaire d'adapter ou de modifier les dispositions relatives à ces moyens de défense, de prescription et de limitation en vue de les rendre applicables aux navires de guerre ou aux navires d'Etat rentrant dans les termes de l'article 3, une convention spéciale sera conclue à cet effet. En attendant, les mesures nécessaires pourront être prises pour les lois nationales en se conformant à l'esprit et aux principes de la présente convention.

#### **Article 5.**

Si dans le cas de l'article 3 il y a, dans le sentiment du Tribunal saisi, un doute au sujet de la nature gouvernementale et non commerciale du navire ou de la cargaison, l'attestation signée par le représentant diplomatique de l'Etat contractant auquel appartient le navire ou la cargaison, produite à l'intervention de l'Etat devant les Cours et Tribunaux duquel le litige est pendant, vaudra preuve que le navire ou la cargaison rentre dans les termes de l'article 3, mais seulement en vue d'obtenir la main levée de saisies, d'arrêts ou de détentions ordonnés par justice.

#### **Article 6.**

Les dispositions de la présente convention seront appliquées dans chaque Etat contractant, sous la réserve de ne pas en faire bénéficier les Etats non contractants et leurs ressortissants, ou d'en subordonner l'application à la condition de réciprocité.

and the State shall not be entitled to rely upon any immunity as a defence.

§ 2. The same rules shall apply to State-owned cargoes carried on board any of the above-mentioned ships;

§ 3. State-owned cargoes carried on board merchant ships for Government and non-commercial purposes shall not be subject to seizure, arrest or detention by any legal process nor any proceedings in rem.

Nevertheless, claims in respect of collisions and nautical accidents, claims in respect of salvage or in the nature of salvage and in respect of general average, as well as claim in respect of contracts relating to such cargoes, may be brought before the Court which has jurisdiction in virtue of Article 2.

#### **Article 4.**

States shall be entitled to rely on all defence, prescriptions and limitations of liability available to privately-owned ships and their owners.

Any necessary adaptation or modification of provisions relating to such defences, prescriptions and limitations of liability for the purpose of making them applicable to ships of war or to the State-owned ships specified in Article 3 shall form the subject of a special Convention to be concluded hereafter. In the meantime, the measures necessary for this purpose may be effected by national legislation in conformity with the spirit and principles of this Convention.

#### **Article 5.**

If in any proceedings to which Article 3 applies there is, in the opinion of the Court, a doubt on the question of the Government and non-commercial character of the ship or the cargo, a certificate signed by the diplomatic representative of the contracting State to which the ship or the cargo belongs, communicated to the Court through the Government of the State before whose Courts and Tribunals the case is pending, shall be conclusive evidence that the ship or the cargo falls within the terms of Article 3, but only for the purpose of obtaining the discharge of any seizure, arrest or detention effected by judicial process.

#### **Article 6.**

The provisions of the present Convention shall be applied in each contracting State, but without any obligation to extend the benefit thereof to non-contracting States and their nationals, and with the right in making any such extension to impose a condition of reciprocity.

D'autre part, rien n'empêche un Etat contractant de régler, par ses propres lois, les droits accordés à ses ressortissants devant ses tribunaux.

### Article 7.

En temps de guerre, chaque Etat contractant se réserve le droit, par une déclaration notifiée aux autres Etats contractants, de suspendre l'application de la présente convention, en ce sens qu'en pareil cas, ni les navires lui appartenant ou exploités par lui, ni les cargaisons lui appartenant ne pourront être l'objet d'aucun arrêt, saisie ou détention par une Cour de Justice étrangère. Mais le créancier aura le droit d'intenter son action devant le Tribunal compétent en vertu des articles 2 et 3.

### Article 8.

Rien dans la présente convention ne porte atteinte aux droits des Etats contractants de prendre les mesures que peuvent commander les droits et devoirs de la neutralité.

### Article 9.

A l'expiration du délai de deux ans au plus tard à compter du jour de la signature de la Convention, le Gouvernement belge entrera en rapport avec les Gouvernements des Hautes Parties Contractantes qui se seront déclarées prêtes à la ratifier, à l'effet de faire décider s'il y a lieu de la mettre en vigueur. Les ratifications seront déposées à Bruxelles à la date qui sera fixée de commun accord entre les dits Gouvernements. Le premier dépôt de ratifications sera constaté par un procès-verbal signé par les représentants des Etats qui y prendront part et par le Ministre des Affaires Etrangères de Belgique.

Les dépôts ultérieurs se feront au moyen d'une notification écrite, adressée au Gouvernement belge et accompagnée de l'instrument de ratification.

Copie certifiée conforme du procès-verbal relatif au premier dépôt de ratification, des notifications mentionnées à l'alinéa précédent, ainsi que des instruments de ratification qui les accompagnent sera immédiatement, par les soins du Gouvernement belge et par la voie diplomatique, remise aux Etats qui ont signé la présente Convention ou qui y auront adhéré. Dans les cas visés à l'alinéa précédent, le dit Gouvernement fera connaître, en même temps, la date à laquelle il a reçu la notification.

Nothing in the present Convention shall be held to prevent a Contracting State from prescribing by its own laws the rights of its nationals before its own Courts.

### **Article 7.**

In time of war each contracting State reserves to itself the right of suspending the application of the present Convention by a declaration notified to the other contracting States, to the effect that neither ships owned or operated by that State, nor cargoes owned by it shall be subject to any arrest, seizure or detention by a foreign Court of Law.

But the claimant shall have the right to take proceeding before the appropriate tribunal in accordance with Articles 2 and 3.

### **Article 8.**

Nothing in the present Convention shall prejudice the right of the contracting States to take any measures necessitated by the rights and duties of neutrality.

### **Article 9.**

After the expiration of a period of not more than two years from the date on which the Convention is signed, the Belgian Government shall communicate with the Governments of the High contracting Parties which have declared themselves ready to ratify it with a view to deciding whether it shall be put into force. Ratifications shall be deposited at Brussels at a date which shall be fixed by agreement between the said Governments. The first deposit of ratifications shall be recorded in a procès-verbal signed by the representatives of the States which are parties to it and by the Belgian Minister for Foreign Affairs.

Each subsequent deposit of ratifications shall be made by means of a written notification addressed to the Belgian Government and accompanied by the instrument of ratification.

A duly certified copy of the procès-verbal relating to the first deposit of ratifications and the notifications mentioned in the preceding paragraph, as well as the instruments of ratification which accompanied them, shall be sent forthwith by the Belgian Government through the diplomatic channel to the States which signed the present Convention, or which have acceded to it. In the cases contemplated in the preceding paragraph the Belgian Government shall state at the same time the date on which it received the notification.

### **Article 10.**

Les Etats non signataires pourront adhérer à la présente Convention, qu'ils aient été ou non représentés à la Conférence internationale de Bruxelles.

L'Etat qui désire adhérer notifie par écrit son intention au Gouvernement belge, en lui transmettant l'acte d'adhésion, qui sera déposé dans les archives du dit Gouvernement.

Le Gouvernement belge transmettra immédiatement à tous les Etats signataires, ou adhérents, copie certifiée conforme de la notification ainsi que de l'acte d'adhésion, en indiquant la date à laquelle il a reçu la notification.

### **Article 11.**

Les Hautes Parties contractantes peuvent, au moment de la signature, du dépôt des ratifications ou lors de leur adhésion, déclarer que l'acceptation qu'elles donnent à la présente Convention ne s'applique pas, soit à certains, soit à aucun des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, se trouvant sous leur souveraineté ou autorité. En conséquence, elles peuvent ultérieurement adhérer séparément au nom de l'un ou de l'autre de ces Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer, ainsi exclus dans leur déclaration originale. Elles peuvent aussi, en se conformant à ces dispositions, dénoncer la présente Convention, séparément pour l'un ou plusieurs des Dominions autonomes, colonies, possessions, protectorats ou territoires d'outre-mer se trouvant sous leur souveraineté ou autorité.

### **Article 12.**

A l'égard des Etats qui auront participé au premier dépôt de ratifications, la présente Convention produira effet un an après la date du procès-verbal de ce dépôt. Quant aux Etats qui la ratifieront ultérieurement ou qui y adhéreront, ainsi que dans les cas où la mise en vigueur se fera ultérieurement et selon l'article 11, elle produira effet six mois après que les notifications prévues à l'article 9, alinéa 2, et à l'article 10, alinéa 2, auront été reçues par le Gouvernement belge.

### **Article 13.**

S'il arrivait qu'un des Etats contractants voulût dénoncer la présente Convention, la dénonciation sera notifiée par écrit au Gouvernement belge, qui communiquera immédiatement copie certifiée conforme de la notification à tous les autres Etats, en leur faisant savoir la date à laquelle il l'a reçue.

### **Article 10.**

Non-signatory States may accede to the present Convention whether or not they were represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, and shall at the same time transmit to that Government the document of accession which shall be deposited in the archives of the Belgian Government.

The Belgian Government shall transmit immediately to all the States which have signed or acceded to the Convention a duly certified copy of the notification and of the instrument of accession, stating the date on which it received the notification.

### **Article 11.**

The High contracting Parties may at the time of signature, deposit or ratification or accession, declare that their acceptance of the present Convention does not apply to any one or more of the self-governing Dominions, colonies, possessions, protectorates or overseas territories under their sovereignty or authority. They may subsequently accede separately in the name of any of such self-governing Dominions, colonies, possessions, protectorates or overseas territories excluded in their original declaration. They may also in accordance with its provisions denounce the present Convention separately in respect of each or any of such self-governing Dominions, colonies, possessions, protectorates or overseas territories under their sovereignty or authority.

### **Article 12.**

In the case of States which have taken part in the first deposit of ratifications, the present Convention shall take effect one year after the date of the procès-verbal of that deposit. As regards the States which ratify the Convention subsequently, or which accede to it, as also in cases in which the Convention is subsequently put into force in accordance with Article 11, it shall take effect six months after the notifications mentioned in Article 9, paragraph 2, and in Article 10, paragraph 2, have been received by the Belgian Government.

### **Article 13.**

In the event of one of the contracting States wishing to denounce the present Convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy thereof to all the other States, at the same time informing them of the date on which it was received. The denun-

La dénonciation produira ses effets à l'égard de l'Etat seul qui l'aura notifiée et un an après que la notification en sera parvenue au Gouvernement belge.

#### Article 14.

Chaque Etat contractant aura la faculté de provoquer la réunion d'une nouvelle conférence, dans le but de rechercher les améliorations qui pourraient être apportées à la présente convention.

Celui des Etats qui ferait usage de cette faculté aurait à notifier un an à l'avance son intention aux autres Etats, par l'intermédiaire du Gouvernement belge, qui se chargerait de convoquer la conférence.

Fait à Bruxelles, en un seul exemplaire, le 10 avril 1926.

#### PROTOCOLE

signé à Bruxelles, le 24 mai 1934, additionnel à la Convention Internationale pour l'Unification de certaines Règles concernant les Immunités des Navires d'Etat, signée à Bruxelles, le 10 avril 1926.

Les Gouvernements signataires de la Convention Internationale pour l'Unification de certaines Règles concernant les Immunités des Navires d'Etat, ayant reconnu la nécessité de préciser certaines dispositions de cet Acte, ont nommé les plénipotentiaires soussignés, lesquels, après s'être communiqués leurs pleins pouvoirs reconnus en bonne et due forme, sont convenus de ce qui suit :

#### I.

Les doutes s'étant élevés quant au point de savoir si, et dans quelle mesure, les mots « exploités par lui » à l'article 3 de la Convention, s'appliquent ou pourraient être interprétés comme s'appliquant aux navires affrétés par un Etat, soit à temps, soit au voyage, la déclaration ci-dessous est faite en vue de dissiper ces doutes :

« Les navires affrétés par les Etats, soit à temps, soit au voyage, pourvu qu'ils soient affectés exclusivement à un service gouvernemental et non commercial, ainsi que les cargaisons que ces navires transportent ne peuvent être l'objet de saisies, d'arrêts ou de détentions quelconques, mais cette immunité ne porte aucun préjudice à tous autres droits ou recours pouvant appartenir aux intéressés. Une attestation délivrée par le représentant diplomatique de l'Etat en cause, de la manière prévue à l'article 5 de la Convention, doit valoir également en ce cas preuve de la nature du service auquel le navire est affecté ».

ciation shall operate only in respect of the State which has made the notification and be effective one year after the notification has reached the Belgian Government.

#### Article 14.

Each contracting State shall have the right to call for a new Conference for the purpose of considering possible amendments to the present Convention.

Any State which proposes to exercise this right shall notify its intention one year in advance to the other States through the Belgian Government, which will assume the duty of summoning the Conference.

Done at Brussels, in a single copy, the 10th April, 1926.

#### PROTOCOL

signed at Brussels, May 24, 1934. supplementary to the International Convention for the Unification of Certain Rules concerning the Immunity of State-Owned ships of April 10, 1926, signed at Brussels, May 24, 1934.

The Governments signatory to the International Convention for the Unification of certain Rules concerning Immunity of State-owned Ships, recognising the necessity of making clearer certain provisions of the Convention, have appointed the undersigned plenipotentiaries, who, having communicated their respective full powers found in good and due form, have agreed as follows :

#### I.

Whereas it has been doubted whether, and to what extent, the expression « exploités par lui » in article 3 of the Convention extends or could be construed as extending to ships chartered by a State, whether for time or voyage, it is hereby declared for the purpose of removing such doubts, as follows :

« Ships on charter to a State, whether for time or voyage, while exclusively engaged on governmental and non-commercial service, and cargoes carried therein, shall not be subject to any arrest, seizure or detention whatsoever, but this immunity shall not prejudice in any other respect any rights or remedies accruing to the parties concerned. A certificate given by a diplomatic representative of the State concerned in manner provided by article 5 of the Convention shall be conclusive evidence of the nature of the service on which the ship is engaged ».

## II.

Pour l'exception prévue à l'article 3, paragraphe I, il est entendu que la propriété du navire acquise à l'Etat ou l'exploitation du navire effectué par l'Etat au moment des mesures de saisie, d'arrêt ou de détention sont assimilées à la propriété existant ou à l'exploitation pratiquée au moment de la naissance de la créance.

En conséquence, cet article pourra être invoqué par les Etats en faveur des navires leur appartenant ou exploités par eux, au moment des mesures de saisie, d'arrêt ou de détention, si ils sont affectés à un service exclusivement gouvernemental et non commercial.

## III.

Il est entendu que rien dans les dispositions de l'article 5 de la Convention n'empêche les Gouvernements intéressés de comparaître eux-mêmes, en se conformant à la procédure prévue par les lois nationales, devant la juridiction saisie du litige et d'y produire l'attestation prévue audit article.

## IV.

La Convention n'affectant en rien les droits et obligations des belligérants et des neutres, l'article 7 ne porte préjudice en aucune manière à la juridiction des cours de prises dûment constituées.

## V.

Il est entendu que rien dans les dispositions de l'article 2 de la Convention ne limite et n'affecte en aucune manière l'application de règles nationales de procédure dans les affaires où l'Etat est Partie.

## VI.

Lorsque se pose la question de preuves à administrer ou de documents à produire, si, de l'avis du Gouvernement intéressé, semblables preuves ne peuvent être administrées ou semblables documents produits sans qu'il en résulte un préjudice pour des intérêts nationaux, ledit Gouvernement pourra s'abstenir en invoquant la sauvegarde de ces intérêts nationaux.

En foi de quoi, les soussignés dûment autorisés par leurs Gouvernements, ont signé le présent Protocole additionnel qui sera considéré comme faisant partie intégrante de la Convention du 10 avril 1926 auquel il se rapporte.

Fait à Bruxelles, le 24 mai 1934, en un seul exemplaire, qui restera déposé dans les archives du Gouvernement belge.

## II.

For the purpose of the exception provided by article 3, paragraph 1, it is understood that the ownership or operation of a ship acquired or operated by a State at the time when steps by way of seizure, arrest or detention are taken has the same legal consequences as ownership or operation at the time when the cause of action arises.

That article may accordingly be invoked by States in favour of ships belonging to or operated by them at the time when steps are taken by way of seizure, arrest or detention, if the ships are engaged exclusively in Government and non-commercial service.

## III.

It is understood that nothing in the provisions of article 5 of the Convention prevents Governments interested from themselves appearing before the Court in which the legal proceedings are pending in accordance with the procedure prescribed by the municipal law and producing to it the certificate contemplated by the said article.

## IV.

Inasmuch as the Convention in no respect affects the rights and obligations of belligerents and neutrals, article 7 does not in any way prejudice the jurisdiction of duly constituted Prize Courts.

## V.

It is agreed that nothing contained in the provisions of article 2 of the Convention shall limit or affect in any way the application of rules of procedure prescribed by municipal law with regard to proceedings to which the State is a party.

## VI.

Where any question of the furnishing or evidence or production of documents arises and the Government concerned is of opinion that the furnishing of such evidence or the production of such documents would be detrimental to its national interests, the said Government may decline to furnish such evidence or to produce such documents by pleading the necessity of safeguarding national interests.

In faith whereof the undersigned duly authorised by their Governments have signed the present supplementary protocol which shall be considered as forming an integral part of the Convention of the 10th April 1926 to which it relates.

Done at Brussels the 24th May, 1934, in a single copy, which shall remain in the archives of the Belgian Government.

CONVENTION INTERNATIONALE POUR  
L'UNIFICATION DE CERTAINES  
REGLES RELATIVES A LA COMPETENCE CIVILE  
EN MATIERE D'ABORDAGE

*signée à Bruxelles, le 10 mai 1952.*

Les Hautes Parties Contractantes,

Ayant reconnu l'utilité de fixer d'un commun accord certaines règles uniformes sur la compétence civile en matière d'abordage, ont décidé de conclure une convention à cet effet et ont convenu de ce qui suit :

**Article 1.**

1) L'action du chef d'un abordage survenu entre navires de mer ou entre navires de mer et bateaux de navigation intérieure pourra être intentée uniquement :

a) soit devant le tribunal de la résidence habituelle du défendeur ou d'un des sièges de son exploitation ;

b) soit devant le tribunal du lieu où une saisie a été pratiquée sur le navire défendeur ou sur un autre navire appartenant au même défendeur dans le cas où cette saisie est autorisée ou du lieu où la saisie aurait pu être pratiquée et où le défendeur a donné une caution ou une autre garantie ;

c) soit devant le tribunal du lieu de l'abordage, lorsque cet abordage est survenu dans les ports et rades ainsi que dans les eaux intérieures.

2) Il appartiendra au demandeur de décider devant lequel des tribunaux indiqués au paragraphe précédent l'action sera portée.

3) Le demandeur ne pourra pas intenter au même défendeur une nouvelle action basée sur les mêmes faits devant une autre juridiction sans se désister de l'action déjà introduite.

**Article 2.**

Les dispositions de l'article 1 ne portent aucune atteinte au droit des Parties de porter une action à raison de l'abordage devant telle juridiction qu'elles auront choisie d'un commun accord ou bien de la soumettre à l'arbitrage.

INTERNATIONAL CONVENTION ON  
CERTAIN RULES  
CONCERNING CIVIL JURISDICTION  
IN MATTERS OF COLLISION,

*signed at Brussels, on may 10, 1952.*

The High Contracting Parties,

Having recognised the advisability of establishing by agreement certain uniform rules relating to civil jurisdiction in matters of collision, have decided to conclude a Convention for this purpose and thereto have agreed as follows :

**Article 1.**

1) An action for collision occurring between seagoing vessels, or between seagoing vessels and inland navigation craft, can only be introduced :

a) either before the Court where the defendant has his habitual residence or a place of business ;

b) or before the Court of the place where arrest has been effected of the defendant ship or of any other ship belonging to the defendant which can be lawfully arrested, or where arrest could have been effected and bail or other security has been furnished ;

c) or before the Court of the place of collision when the collision has occurred within the limits of a port or in inland waters.

2) It shall be for the Plaintiff to decide in which of the Courts referred to in § 1 of this article the action shall be instituted.

3) A claimant shall not be allowed to bring a further action against the same defendant on the same facts in another jurisdiction, without discontinuing an action already instituted.

**Atricle 2.**

The provisions of Article 1 shall not in any way prejudice the right of the parties to bring an action in respect of a collision before a Court they have chosen by agreement or to refer it to arbitration.

### **Article 3.**

1) Les demandes reconventionnelles nées du même abordage pourront être portées devant le tribunal compétent pour connaître de l'action principale aux termes de l'article premier.

2) Dans le cas où il existe plusieurs demandeurs, chacun pourra porter son action devant le tribunal antérieurement saisi d'une action née du même abordage contre la même partie.

3) Au cas d'abordage, où plusieurs navires sont impliqués, rien dans les dispositions de la présente Convention ne s'oppose à ce que le tribunal saisi par application des règles de l'article 1 se déclare compétent suivant les règles de compétence de sa loi nationale pour juger toutes les actions intentées à raison du même événement.

### **Article 4.**

La présente convention s'étend aux actions tendant à la réparation des dommages que, soit par exécution ou omission d'une manœuvre, soit par inobservation des règlements, un navire a causé soit à un autre navire, soit aux choses ou aux personnes se trouvant à bord, alors même qu'il n'y aurait pas eu abordage.

### **Article 5.**

Rien de ce qui est prescrit dans la présente Convention ne modifie les règles de droit qui sont en vigueur dans les Etats Contractants, en ce qui concerne les abordages intéressant des navires de guerre ou des navires appartenant à l'Etat ou au service de l'Etat.

### **Article 6.**

La présente convention sera sans effet en ce qui concerne les actions nées du contrat de transport ou de tout autre contrat.

### **Article 7.**

La présente convention ne s'appliquera pas aux cas visés par les dispositions de la convention révisée sur la navigation du Rhin du 17 octobre 1868.

### **Article 8.**

Les dispositions de la présente Convention seront appliqués à l'égard de tous les intéressés, lorsque tous les navires en cause seront ressortissants aux Etats des Hautes Parties Contractantes.

Il est entendu toutefois :

### **Article 3.**

1) Counterclaims arising out of the same collision can be brought before the Court having jurisdiction over the principal action in accordance with the provisions of Article I.

2) In the event of there being several claimants, any claimant may bring his action before the Court previously seized of an action against the same party arising out of the same collision.

3) In the case of a collision or collisions in which two or more vessels are involved nothing in this convention shall prevent any Court seized of an action by reason of the provisions of this convention, from exercising jurisdiction under its national laws in further actions arising out of this same incident.

### **Article 4.**

This Convention shall also apply to an action for damage caused by one ship to another or to the property or persons on board such ships through the carrying out of or the omission to carry out a manoeuvre or through non-compliance with regulations even when there has been no actual collision.

### **Article 5.**

Nothing contained in this Convention shall modify the rules of law now or hereafter in force in the various contracting States in regard to collisions involving warships or vessels owned by or in the service of a State.

### **Article 6.**

This convention does not affect claims arising from contracts of carriage or from any other contracts.

### **Article 7.**

This convention shall not apply in cases covered by the provisions of the revised Rhine Navigation Convention of 17. October 1868.

### **Article 8.**

The provisions of this Convention shall be applied as regards all persons interested when all the vessels concerned in any action belong to States of the High Contracting Parties.

Provided always that :

1) qu'à l'égard des intéressés ressortissants d'un Etat non contractant, l'application des dites dispositions pourra être subordonnée par chacun des Etats Contractants à la condition de réciprocité ;

2) que, lorsque tous les intéressés sont ressortissants du même Etat que le tribunal saisi, c'est la loi nationale et non la Convention qui est applicable.

#### **Article 9.**

Les Hautes Parties Contractantes s'engagent à soumettre à arbitrage tous différends entre Etats pouvant résulter de l'interprétation ou l'application de la présente Convention, sans préjudice toutefois des obligations des Hautes Parties Contractantes qui ont convenu de soumettre leurs différends à la Cour Internationale de Justice.

#### **Article 10.**

La présente Convention est ouverte à la signature des Etats représentés à la neuvième Conférence diplomatique du Droit Maritime. Le procès-verbal de signature sera dressé par les soins du Ministère des Affaires étrangères de Belgique.

#### **Article 11.**

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Ministère des Affaires étrangères de Belgique qui en notifiera le dépôt à tous les Etats signataires et adhérents.

#### **Article 12.**

a) La présente Convention entrera en vigueur entre les deux premiers Etats qui l'auront ratifiée, six mois après la date du dépôt du deuxième instrument de ratification.

b) Pour chaque Etat signataire ratifiant la Convention après le deuxième dépôt, celle-ci entrera en vigueur six mois après la date du dépôt de son instrument de ratification.

#### **Article 13.**

Tout Etat non représenté à la neuvième Conférence diplomatique de Droit Maritime pourra adhérer à la présente Convention.

Les adhésions seront notifiées au Ministère des Affaires étrangères de Belgique qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

- 1) As regards persons interested who belong to a non-contracting State, the application of the above provisions may be made by each of the contracting States conditional upon reciprocity ;
- 2) Where all the persons interested belong to the same State as the court trying the case, the provisions of the national law and not of the Convention are applicable.

#### **Article 9.**

The High Contracting Parties undertake to submit to arbitration any disputes between States arising out of the interpretation or application of this convention, but this shall be without prejudice to the obligations of those High Contracting Parties who have agreed to submit their disputes to the International Court of Justice.

#### **Article 10.**

This Convention shall be open for signature by the States represented at the Ninth Diplomatic Conference on Maritime Law. The protocol of signature shall be drawn up through the good offices of the Belgian Ministry of Foreign Affairs.

#### **Article 11.**

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Ministry of Foreign Affairs which shall notify all signatory and acceding States of the deposit of any such instruments.

#### **Article 12.**

- a) This Convention shall come into force between the two States which first ratify it, six months after the date of the deposit of the second instrument of ratification.
- b) This Convention shall come into force in respect of each signatory State which ratifies if after the deposit of the second instrument of ratification six months after the date of the deposit of the instrument of ratification of that State.

#### **Article 13.**

Any State not represented at the Ninth Diplomatic Conference on Maritime Law may accede to this Convention.

The accession of any State shall be notified to the Belgian Ministry of Foreign Affairs which shall inform through diplomatic channels all signatory and acceding States of such notification.

La Convention entrera en vigueur pour l'Etat adhérent six mois après la date de réception de cette notification, mais pas avant la date de son entrée en vigueur telle qu'elle est fixée à l'article 12 a).

#### Article 14.

Toute Haute Partie Contractante pourra à l'expiration du délai de trois ans qui suivra l'entrée en vigueur à son égard de la présente Convention, demander la réunion d'une conférence chargée de statuer sur toutes les propositions tendant à la révision de la Convention.

Toute Haute Partie Contractante qui désirerait faire usage de cette faculté en avisera le Gouvernement belge qui se chargera de convoquer la conférence dans les six mois.

#### Article 15.

Chacune des Hautes Parties Contractantes aura le droit de dénoncer la présente Convention à tout moment après son entrée en vigueur à son égard. Toutefois, cette dénonciation ne prendra effet qu'un an après la date de réception de la notification de dénonciation au Gouvernement belge qui en avisera les autres Parties Contractantes par la voie diplomatique.

#### Article 16.

a) Toute Haute Partie Contractante peut, au moment de la ratification, de l'adhésion, ou à tout moment ultérieur, notifier par écrit au Gouvernement belge que la présente convention s'applique aux territoires ou à certains des territoires dont elle assure les relations internationales. La Convention sera applicable aux dits territoires six mois après la date de réception de cette notification par le Ministère des Affaires étrangères de Belgique mais pas avant la date d'entrée en vigueur de la présente convention à l'égard de cette Haute Partie Contractante.

b) Toute Haute Partie Contractante qui a souscrit une déclaration au titre du paragraphe a) de cet article, pourra à tout moment aviser le Ministère des Affaires étrangères de Belgique que la Convention cesse de s'appliquer au Territoire en question. Cette dénonciation prendra effet dans le délai d'un an prévu à l'article 15.

c) Le Ministère des Affaires étrangères de Belgique avisera par la voie diplomatique tous les Etats signataires et adhérents de toute notification reçue par lui au titre du présent article.

Fait à Bruxelles, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi, le 10 mai 1952.

The Convention shall come into force in respect of the acceding State six months after the date of the receipt of such notification but not before the Convention has come into force in accordance with the provisions of Article 12 a).

#### **Article 14.**

Any High Contracting Party may three years after the coming into force of this Convention in respect of such High Contracting Party or at any time thereafter request that a conference is convened in order to consider amendments to the Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which shall convene the conference within six months thereafter.

#### **Article 15.**

Any High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government which shall inform through diplomatic channels all the other High Contracting Parties of such notification.

#### **Article 16.**

a) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Ministry of Foreign Affairs that the Convention shall extend to any of the territories for whose international relations it is responsible. The Convention shall six months after the date of the receipt of such notification by the Belgian Ministry of Foreign Affairs extend to the territories named therein, but not before the date of the coming into force of the Convention in respect of such High Contracting Party.

b) A High Contracting Party which has made a declaration under paragraph a) of this Article extending the Convention to any territory for whose international relations it is responsible may at any time thereafter declare by notification given to the Belgian Ministry of Foreign Affairs that the Convention shall cease to extend to such territory and the Convention shall one year after the receipt of the notification by the Belgian Ministry of Foreign Affairs cease to extend thereto.

c) The Belgian Ministry of Foreign Affairs shall inform through diplomatic channels all signatory and acceding States of any notification received by it under this Article.

Done in Brussels, in a single original in the French and English languages, the two texts being equally authentic, on May 10, 1952.

CONVENTION INTERNATIONALE POUR  
L'UNIFICATION DE CERTAINES  
REGLES RELATIVES A LA COMPETENCE PENALE  
EN MATIERE D'ABORDAGE ET AUTRES  
EVENEMENTS DE NAVIGATION,

*signée à Bruxelles, le 10 mai 1952.*

Les Hautes Parties Contractantes,

Ayant reconnu l'utilité de fixer de commun accord certaines règles uniformes sur la compétence pénale en matière d'abordage et autres événements de navigation, ont décidé de conclure une convention à cet effet et ont convenu de ce qui suit :

**Article 1.**

Au cas d'abordage ou de tout autre événement de navigation concernant un navire de mer et qui est de nature à engager la responsabilité pénale ou disciplinaire du capitaine ou de toute autre personne au service du navire, aucune poursuite ne pourra être intentée que devant les autorités judiciaires ou administratives de l'Etat dont le navire portait le pavillon au moment de l'abordage ou de l'événement de navigation.

**Article 2.**

Dans le cas prévu à l'article précédent, aucune saisie ou retenue du navire ne pourra être ordonnée, même pour des mesures d'instruction, par des autorités autres que celles dont le navire portait le pavillon.

**Article 3.**

Aucune disposition de la présente convention ne s'oppose à ce qu'un Etat au cas d'abordage ou autre événement de navigation reconnaisse à ses propres autorités, le droit de prendre toutes mesures relatives aux certificats de compétence et licences qu'il a accordés, ou de poursuivre ses nationaux à raison des infractions commises pendant qu'ils étaient à bord d'un navire portant le pavillon d'un autre Etat.

INTERNATIONAL CONVENTION FOR THE  
UNIFICATION OF CERTAIN RULES  
RELATING TO PENAL JURISDICTION  
IN MATTERS OF COLLISION OR OTHER  
INCIDENTS OF NAVIGATION,

*signed in Brussels, on May 10, 1952.*

The High Contracting Parties,

Having recognised the advisability of establishing by agreement certain uniform rules relating to penal jurisdiction in matters of collision or other incidents of navigation, have decided to conclude a Convention for this purpose and thereto have agreed as follows :

**Article 1.**

In the event of a collision or any other incident of navigation concerning a sea-going ship and involving the penal or disciplinary responsibility of the master or of any other person in the service of the ship, criminal or disciplinary proceedings may be instituted only before the judicial or administrative authorities of the State of which the ship was flying the flag at the time of the collision or other incident of navigation.

**Article 2.**

In the case provided for in the preceding Article, no arrest or detention of the vessel shall be ordered, even as a measure of investigation, by any authorities other than those whose flag the ship was flying.

**Article 3.**

Nothing contained in this Convention shall prevent any State from permitting its own authorities, in cases of collision or other incidents of navigation, to take any action in respect of certificates of competence or licences issued by that State or to prosecute its own nationals for offences committed while on board a ship flying the flag of another State.

#### **Article 4.**

La présente convention ne s'applique pas aux abordages ou autres événements de navigation survenus dans les ports et rades ainsi que dans les eaux intérieures.

En outre, les Hautes Parties Contractantes peuvent au moment de la signature, du dépôt des ratifications ou lors de leur adhésion à la convention, se réserver le droit de poursuivre les infractions commises dans leurs propres eaux territoriales.

#### **Article 5.**

Les Hautes Parties Contractantes s'engagent à soumettre à arbitrage tous différends entre Etats pouvant résulter de l'interprétation ou l'application de la présente Convention, sans préjudice toutefois des obligations des Hautes Parties Contractantes qui ont convenu de soumettre leurs différends à la Cour Internationale de Justice.

#### **Article 6.**

La présente Convention est ouverte à la signature des Etats représentés à la neuvième Conférence diplomatique de Droit Maritime. Le procès-verbal de signature sera dressé par les soins du Ministère des Affaires étrangères de Belgique.

#### **Article 7.**

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Ministère des Affaires étrangères de Belgique qui en notifiera le dépôt à tous les Etats signataires et adhérents.

#### **Article 8.**

a) La présente Convention entrera en vigueur entre les deux premiers Etats qui l'auront ratifiée, six mois après la date du dépôt du deuxième instrument de ratification.

b) Pour chaque Etat signataire ratifiant la Convention après le deuxième dépôt, celle-ci entrera en vigueur six mois après la date du dépôt de son instrument de ratification.

#### **Article 9.**

Tout Etat non représenté à la neuvième Conférence diplomatique de Droit Maritime pourra adhérer à la présente Convention.

Les adhésions seront notifiées au Ministère des Affaires étrangères de Belgique qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

#### **Article 4.**

This Convention does not apply to collisions or other incidents of navigation occurring within the limits of a port or in inland waters.

Furthermore the High Contracting Parties shall be at liberty, at the time of signature, ratification or accession to the Convention, to reserve to themselves the right to take proceedings in respect of offences committed within their own territorial waters.

#### **Article 5.**

The High Contracting Parties undertake to submit to arbitration any disputes between States arising out of the interpretation or application of this Convention, but this shall be without prejudice to the obligations of those High Contracting Parties who have agreed to submit their disputes to the International Court of Justice.

#### **Article 6.**

This Convention shall be open for signature by the States represented at the Ninth Diplomatic Conference on Maritime Law. The protocol of signature shall be drawn up through the good offices of the Belgian Ministry of Foreign Affairs.

#### **Article 7.**

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Ministry of Foreign Affairs which shall notify all signatory and acceding States of the deposit of any such instruments.

#### **Article 8.**

a) This Convention shall come into force between the two States which first ratify it, six months after the date of the deposit of the second instrument of ratification.

b) This Convention shall come into force in respect of each signatory State which ratifies it after the deposit of the second instrument of ratification six months after the date of the deposit of the instrument of ratification of that State.

#### **Article 9.**

Any State not represented at the Ninth Diplomatic Conference on Maritime Law may accede to this Convention.

The accession of any State shall be notified to the Belgian Ministry of Foreign Affairs which shall inform through diplomatic channels all signatory and acceding States of such notification.

La Convention entrera en vigueur pour l'Etat adhérent six mois après la date de réception de cette notification, mais pas avant la date de son entrée en vigueur telle qu'elle est fixée à l'article 8 a).

### Article 10.

Toute Haute Partie Contractante pourra à l'expiration du délai de trois ans qui suivra l'entrée en vigueur à son égard de la présente Convention, demander la réunion d'une conférence chargée de statuer sur toutes les propositions tendant à la révision de la Convention.

Toute Haute Partie Contractante qui désirerait faire usage de cette faculté en avisera le Gouvernement belge qui se chargera de convoquer la conférence dans les six mois.

### Article 11.

Chacune des Hautes Parties Contractantes aura le droit de dénoncer la présente Convention à tout moment après son entrée en vigueur à son égard. Toutefois, cette dénonciation ne prendra effet qu'un an après la date de réception de la notification de dénonciation au Gouvernement belge qui en avisera les autres Parties Contractantes par la voie diplomatique.

### Article 12.

a) Toute Haute Partie Contractante peut, au moment de la ratification, de l'adhésion, ou à tout moment ultérieur, notifier par écrit au Gouvernement belge que la présente convention s'applique aux territoires ou à certains des territoires dont elle assure les relations internationales. La Convention sera applicable aux dits territoires six mois après la date de réception de cette notification par le Ministère des Affaires étrangères de Belgique, mais pas avant la date d'entrée en vigueur de la présente convention à l'égard de cette Haute Partie Contractante.

b) Toute Haute Partie Contractante qui a souscrit une déclaration au titre du paragraphe a) de cet article, pourra à tout moment aviser le Ministère des Affaires étrangères de Belgique que la Convention cesse de s'appliquer au territoire en question. Cette dénonciation prendra effet dans le délai d'un an prévu à l'article 11.

c) Le Ministère des Affaires étrangères de Belgique avisera par la voie diplomatique tous les Etats signataires et adhérents de toute notification reçue par lui au titre du présent article.

Fait à Bruxelles, en un seul exemplaire, le 10 mai 1952, en langues française et anglaise, les deux textes faisant également foi.

The Convention shall come into force in respect of the acceding State six months after the date of the receipt of such notification but not before the Convention has come into force in accordance with the provisions of Article 8 a).

#### **Article 10.**

Any High Contracting Party may three years after the coming into force of this Convention in respect of such High Contracting Party or at any time thereafter request that a conference be convened in order to consider amendments to the Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which shall convene the conference within six months thereafter.

#### **Article 11.**

Any High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government which shall inform through diplomatic channels all the other High Contracting Parties of such notification.

#### **Article 12.**

a) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Ministry of Foreign Affairs that the Convention shall extend to any of the territories for whose international relations it is responsible. The Convention shall six months after the date of the receipt of such notification by the Belgian Ministry of Foreign Affairs extend to the territories named therein, but not before the date of the coming into force of the Convention in respect of such High Contracting Party.

b) A High Contracting Party which has made a declaration under paragraph a) of this Article extending the Convention to any territory for whose international relations it is responsible may at any time thereafter declare by notification given to the Belgian Ministry of Foreign Affairs that the Convention shall cease to extend to such territory and the Convention shall one year after the receipt of the notification by the Belgian Ministry of Foreign Affairs cease to extend thereto.

c) The Belgian Ministry of Foreign Affairs shall inform through diplomatic channels all signatory and acceding States of any notification received by it under this Article.

Done at Brussels, in a single copy, May 10, 1952, in the French and English languages, the two texts being equally authentic.

CONVENTION INTERNATIONALE POUR  
L'UNIFICATION DE CERTAINES  
REGLES SUR LA SAISIE CONSERVATOIRE  
DES NAVIRES DE MER,

*signée à Bruxelles, le 10 mai 1952.*

Les Hautes Parties Contractantes,

Ayant reconnu l'utilité de fixer de commun accord certaines règles uniformes sur la saisie conservatoire de navires de mer, ont décidé de conclure une convention à cet effet et ont convenu de ce qui suit :

**Article 1.**

Dans la présente Convention, les expressions suivantes sont employées, avec les significations indiquées ci-dessous :

- 1) « Crédance Maritime » signifie allégation d'un droit ou d'une créance ayant l'une des causes suivantes :
  - a) dommages causés par un navire soit par abordage, soit autrement ;
  - b) pertes de vies humaines ou dommages corporels causés par un navire ou provenant de l'exploitation d'un navire ;
  - c) assistance et sauvetage ;
  - d) contrats relatifs à l'utilisation ou la location d'un navire par charte-partie ou autrement ;
  - e) contrats relatifs au transport des marchandises par un navire en vertu d'une charte-partie, d'un connaissement ou autrement ;
  - f) pertes ou dommages aux marchandises et bagages transportés par un navire ;
  - g) avarie commune ;
  - h) prêt à la grosse ;
  - i) remorquage ;
  - j) pilotage ;
  - k) fournitures, quel qu'en soit le lieu, de produits ou de matériel faites à un navire en vue de son exploitation ou de son entretien ;
  - l) construction, réparations, équipement d'un navire ou frais de cale ;
  - m) salaires des Capitaine, officiers ou hommes d'équipage ;
  - n) débours du Capitaine et ceux effectués par les chargeurs, les affréteurs ou les Agents pour le compte du navire ou de son propriétaire ;

INTERNATIONAL CONVENTION RELATING TO  
THE ARREST OF SEAGOING SHIPS

*signed at Brussels, on May 10, 1952.*

The High Contracting Parties,

Having recognized the desirability of determining by agreement certain uniform rules of law relating to the arrest of seagoing ships, have decided to conclude a convention, for this purpose and thereto have agreed as follows :

**Article 1.**

In this Convention the following words shall have the meanings hereby assigned to them :

- 1) « Maritime Claim » means a claim arising out of one more of the following :
  - a) damage caused by any ship either in collision or otherwise ;
  - b) loss of life or personal injury caused by any ship or occurring in connexion with the operation of any ship ;
  - c) salvage ;
  - d) agreement relating to the use or hire of any ship whether by charterparty or otherwise ;
  - e) agreement relating to the carriage of goods in any ship whether by charterparty or otherwise ;
  - f) loss of or damage to goods including baggage carried in any ship ;
  - g) general average ;
  - h) bottomry ;
  - i) towage ;
  - j) pilotage ;
  - k) goods or materials wherever supplied to a ship for her operation or maintenance ;
  - l) construction, repair or equipment of any ship or dock charges and dues ;
  - m) wages of Masters, Officers, or crew ;
  - n) Master's disbursements, including disbursements made by shippers charterers or agents on behalf of a ship or her owner ;

- o) la propriété contestée d'un navire ;
- p) la copropriété contestée d'un navire ou sa possession, ou son exploitation, ou les droits aux produits d'exploitation d'un navire en copropriété ;
  - q) toute hypothèque maritime et tout mortgage ;
- 2) « Saisie » signifie l'immobilisation d'un navire avec l'autorisation de l'autorité judiciaire compétente pour garantie d'une créance maritime, mais ne comprend pas la saisie d'un navire pour l'exécution d'un titre.
- 3) « Personne » comprend toute personne physique ou morale, société de personnes ou de capitaux ainsi que les Etats, les Administrations et Etablissements publics.
- 4) « Demandeur » signifie une personne, invoquant à son profit, l'existence d'une créance maritime.

## Article 2.

Un navire battant pavillon d'un des Etats Contractants ne pourra être saisi dans le ressort d'un Etat Contractant qu'en vertu d'une créance maritime, mais rien dans les dispositions de la présente Convention ne pourra être considéré comme une extension ou une restriction des droits et pouvoirs que les Etats, Autorités publiques ou Autorités portuaires tiennent de leur loi interne ou de leurs règlements, de saisir, détenir ou autrement empêcher un navire de prendre la mer dans leur ressort.

## Article 3.

- 1) Sans préjudice des dispositions du paragraphe 4) et de l'article 10, tout Demandeur peut saisir soit le navire auquel la créance se rapporte, soit tout autre navire appartenant à celui qui était, au moment où est née la créance maritime, propriétaire du navire auquel cette créance se rapporte, alors même que le navire saisi est prêt à faire voile, mais aucun navire ne pourra être saisi pour une créance prévue aux alinéas o), p) ou q) de l'article premier à l'exception du navire même que concerne la réclamation.
- 2) Des navires seront réputés avoir le même propriétaire lorsque toutes les parts de propriété appartiendront à une même ou aux mêmes personnes.
- 3) Un navire ne peut être saisi et caution ou garantie ne sera donnée, plus d'une fois dans la juridiction d'un ou plusieurs des Etats Contractants, pour la même créance et par le même Demandeur ; et si un navire est saisi dans une des dites juridictions et une caution ou une garantie a été donnée, soit pour obtenir la mainlevée de la saisie, soit pour éviter celle-ci, toute saisie, ultérieure de ce navire, ou de n'importe quel autre navire, appartenant au même propriétaire, par

- o) disputes as to the title to or ownership of any ship ;
  - p) disputes between co-owners of any ship as to the ownership, possession employment or earnings of that ship ;
  - q) the mortgage or hypothecation of any ship.
- 2) « Arrest » means the detention of a ship by judicial process to secure a maritime claim, but does not include the seizure of a ship in execution or satisfaction of a judgment.
- 3) « Person » includes individuals, partnerships and bodies corporate, Governments, their Departments, and Public Authorities.
- 4) « Claimant » means a person who alleges that a maritime claim exists in his favour.

### **Article 2.**

A ship flying the flag of one of the Contracting States may be arrested in the Jurisdiction of any of the Contracting States in respect of any maritime claim, but in respect of no other claim, but nothing in this Convention shall be deemed to extend or restrict any right or powers vested in any Governments or their Departments, Public Authorities, or Dock or Harbour Authorities under their existing domestic laws or regulations to arrest, detain or otherwise prevent the sailing of vessels within their jurisdiction.

### **Article 3.**

- 1) Subject to the provisions of par. 4) of this Article and of Article 10. a claimant may arrest either the particular ship in respect of which the maritime claim arose, or any other ship which is owned by the person who was, at the time when the maritime claim arose, the owner of the particular ship, even though the ship arrested be ready to sail ; but no ship, other than the particular ship in respect of which the claim arose, may be arrested in respect of any of the maritime claims enumerated in Article 1, o), p) or q).
- 2) Ships shall be deemed to be in the same ownership when all the shares therein are owned by the same person or persons.
- 3) A ship shall not be arrested, nor shall bail or other security be given more than once in any one or more of the jurisdictions of any of the Contracting States in respect of the same maritime claim by the same claimant : and, if a ship has been arrested in any one of such jurisdictions, or bail or other security has been given in such jurisdiction either to release the ship or to avoid a threatened arrest any subsequent arrest of the ship or of any ship in the same ownership by the same claimant for the same maritime claim shall be set aside, and the

le Demandeur et pour la même créance maritime, sera levée et le navire sera libéré par le Tribunal ou toute autre juridiction compétente du dit Etat, à moins que le Demandeur ne prouve, à la satisfaction du Tribunal ou de toute autre Autorité Judiciaire compétente, que la garantie ou la caution a été définitivement libérée avant que la saisie subséquente n'ait été pratiquée ou qu'il n'y ait une autre raison valable pour la maintenir.

4) Dans le cas d'un affrètement d'un navire avec remise de la gestion nautique, lorsque l'affréteur répond, seul, d'une créance maritime relative à ce navire, le Demandeur peut saisir ce navire ou tel autre appartenant à l'affréteur, en observant les dispositions de la présente Convention, mais nul autre navire appartenant au propriétaire ne peut être saisi en vertu de cette créance maritime.

L'alinéa qui précède s'applique également à tous les cas où une personne autre que le propriétaire est tenue d'une créance maritime.

#### **Article 4.**

Un navire ne peut être saisi qu'avec l'autorisation d'un Tribunal ou de tout autre Autorité Judiciaire compétente de l'Etat Contractant dans lequel la saisie est pratiquée.

#### **Article 5.**

Le Tribunal ou toute autre Autorité Judiciaire compétente dans le ressort duquel le navire a été saisi, accordera la mainlevée de la saisie lorsqu'une caution ou une garantie suffisantes auront été fournies, sauf dans le cas où la saisie est pratiquée en raison des créances maritimes énumérées à l'article premier ci-dessus, sous les lettres o) et p); en ce cas, le juge peut permettre l'exploitation du navire par le Possesseur, lorsque celui-ci aura fourni des garanties suffisantes, ou régler la gestion du navire pendant la durée de la saisie.

Faute d'accord entre les parties sur l'importance de la caution ou de la garantie, le Tribunal ou l'Autorité Judiciaire compétente en fixera la nature et le montant.

La demande de mainlevée de la saisie moyennant une telle garantie, ne pourra être interprétée ni comme une reconnaissance de responsabilité, ni comme une renonciation au bénéfice de la limitation légale de la responsabilité du propriétaire du navire.

#### **Article 6.**

Toutes contestations relatives à la responsabilité du Demandeur, pour dommages causés à la suite de la saisie du navire ou pour frais de caution ou de garantie fournies en vue de le libérer ou d'en em-

ship released by the Court or other appropriate judicial authority of that State, unless the claimant can satisfy the Court or other appropriate judicial authority that the bail or other security had been finally released before the subsequent arrest or that there is other good cause for maintaining that arrest.

4) When in the case of a charter by demise of a ship the charterer and not the registered owner is liable in respect of a maritime claim relating to that ship, the claimant may arrest such ship or any other ship in the ownership of the charterer by demise, subject to the provisions of this Convention, but no other ship in the ownership of the registered owner shall be liable to arrest in respect of such maritime claim.

The provisions of this paragraph shall apply to any case in which a person other than the registered owner of a ship is liable in respect of a maritime claim relating to that ship.

#### **Article 4.**

A ship may only be arrested under the authority of a Court or of the appropriate judicial authority of the Contracting State in which the arrest is made.

#### **Article 5.**

The Court or other appropriate judicial authority within whose jurisdiction the ship has been arrested shall permit the release of the ship upon sufficient bail or other security being furnished, save in cases in which a ship has been arrested in respect of any of the maritime claims enumerated in Article I o) and p). In such cases the Court or other appropriate judicial authority may permit the person in possession of the ship to continue trading the ship, upon such person furnishing sufficient bail or other security, or may otherwise deal with the operation of the ship during the period of the arrest.

In default of agreement between the parties as to the sufficiency of the bail or other security, the Court or other appropriate judicial authority shall determine the nature and amount thereof.

The request to release the ship against such security shall not be construed as an acknowledgment of liability or as a waiver of the benefit of the legal limitation of liability of the owner of the ship.

#### **Article 6.**

All questions whether in any case the claimant is liable in damages for the arrest of a ship or for the costs of the bail or other security furnished to release or prevent the arrest of a ship, shall be determi-

pêcher la saisie, seront réglées par la loi de l'Etat Contractant dans le ressort duquel la saisie a été pratiquée ou demandée.

Les règles de procédure relatives à la saisie d'un navire, à l'obtention de l'autorisation visée à l'article 4 et à tous autres incidents de procédure qu'une saisie peut soulever sont régies par la loi de l'Etat Contractant dans lequel la saisie a été pratiquée ou demandée.

### Article 7.

1) Les Tribunaux de l'Etat dans lequel la saisie a été opérée, seront compétents pour statuer sur le fond du procès :

— soit si ces Tribunaux sont compétents en vertu de la loi interne de l'Etat dans lequel la saisie est pratiquée ;

— soit dans les cas suivants, nommément définis :

a) si le Demandeur a sa résidence habituelle ou son principal établissement dans l'Etat où la saisie a été pratiquée ;

b) si la créance maritime est elle-même née dans l'Etat Contractant dont dépend le lieu de la saisie ;

c) si la créance maritime est née au cours d'une voyage pendant lequel la saisie a été faite ;

d) si la créance provient d'un abordage ou de circonstances visées par l'Article 13 de la Convention Internationale pour l'unification de certaines règles en matière d'abordage, signée à Bruxelles, le 23 septembre 1910 ;

e) si la créance est née d'une assistance ou d'un sauvetage ;

f) si la créance est garantie par une hypothèque maritime ou un mortgage sur le navire saisi.

2) Si le Tribunal, dans le ressort duquel le navire a été saisi n'a pas compétence pour statuer sur le fond, la caution ou la garantie à fournir conformément à l'article 5 pour obtenir la mainlevée de la saisie, devra garantir l'exécution de toutes les condamnations qui seraient ultérieurement prononcées par le Tribunal compétent de statuer sur le fond, et le Tribunal ou toute autre Autorité Judiciaire du lieu de la saisie, fixera le délai endéans lequel le Demandeur devra introduire une action devant le Tribunal compétent.

3) Si les conventions des parties contiennent soit une clause attributive de compétence à une autre juridiction, soit une clause arbitrale le Tribunal pourra fixer un délai dans lequel le saisissant devra engager son action au fond.

4) Dans les cas prévus aux deux alinéas précédents, si l'action n'est pas introduite dans le délai imparti, le Défendeur pourra demander la mainlevée de la saisie ou la libération de la caution fournie.

5) Cet article ne s'appliquera pas aux cas visés par les dispositions de la convention révisée sur la navigation du Rhin du 17 octobre 1868.

ned by the law of the Contracting State in whose jurisdiction the arrest was made or applied for.

The rules of procedure relating to the arrest of a ship, to the application for obtaining the authority referred to in Article 4, and to all matters of procedure which the arrest may entail, shall be governed by the law of the Contracting State in which the arrest was made or applied for.

#### Article 7.

1) The Courts of the country in which the arrest was made shall have jurisdiction to determine the case upon its merits if the domestic law of the country in which the arrest is made gives jurisdiction to such Courts, or in any of the following cases namely :

- a) if the claimant has his habitual residence or principal place of business in the country in which the arrest was made ;
- b) if the claim arose in the country in which the arrest was made ;
- c) if the claim concerns the voyage of the ship during which the arrest was made ;
- d) if the claim arose out of a collision or in circumstances covered by Article 13 of the International Convention for the unification of certain rules of law with respect to collisions between vessels, signed at Brussels on 23rd September 1910 ;
- e) if the claim is for salvage ;
- f) if the claim is upon a mortgage or hypothecation of the ship arrested.

2) If the Court within whose jurisdiction the ship was arrested has not jurisdiction to decide upon the merits, the bail or other security given in accordance with Article 5 to procure the release of the ship shall specifically provide that it is given as security for the satisfaction of any judgment which may eventually be pronounced by a Court having jurisdiction so to decide ; and the Court or other appropriate judicial authority of the country in which the arrest is made shall fix the time within which the claimant shall bring an action before a Court having such jurisdiction.

3) If the parties have agreed to submit the dispute to the jurisdiction of a particular Court other than that within whose jurisdiction the arrest was made or to arbitration, the Court or other appropriate judicial authority within whose jurisdiction the arrest was made may fix the time within which the claimant shall bring proceedings.

4) If, in any of the cases mentioned in the two preceding paragraphs, the action or proceedings are not brought within the time so fixed, the defendant may apply for the release of the ship or of the bail or other security.

5) This article shall not apply in cases covered by the provisions of the revised Rhine Navigation Convention of 17. October 1868.

### **Article 8.**

1) Les dispositions de la présente Convention sont applicables dans tout Etat contractant à tout navire battant pavillon d'un Etat Contractant.

2) Un navire battant pavillon d'un Etat non Contractant peut être saisi dans l'un des Etats Contractants, en vertu d'une des créances énumérées à l'article 1er, ou de toute autre créance permettant la saisie d'après la loi de cet Etat.

) Toutefois, chaque Etat Contractant peut refuser toute ou partie des avantages de la présente Convention à tout Etat non Contractant et à toute personne qui n'a pas, au jour de la saisie, sa résidence habituelle ou son principal établissement dans un Etat contractant.

4) Aucune disposition de la présente Convention ne modifiera ou n'affectera la loi interne des Etats Contractants en ce qui concerne la saisie d'un navire dans le ressort de l'Etat dont il bat pavillon par une personne ayant sa résidence habituelle ou son principal établissement dans cet Etat.

5) Tout tiers, autre que le demandeur originaire qui excipe d'une créance maritime par l'effet d'une subrogation, d'une cession ou autrement, sera réputé, pour l'application de la présente Convention, avoir la même résidence habituelle ou le même établissement principal que le créancier originaire.

### **Article 9.**

Rien dans cette Convention ne doit être considéré comme créant un droit à une action, qui, en dehors des stipulations de cette Convention, n'existerait pas d'après la loi à appliquer par le Tribunal saisi du litige.

La présente Convention ne confère aux Demandeurs aucun droit de suite, autre que celui accordé par cette dernière loi ou par la Convention Internationale sur les priviléges et hypothèques maritimes, si celle-ci est applicable.

### **Article 10.**

Les Hautes Parties Contractantes peuvent au moment de la signature du dépôt des ratifications ou lors de leur adhésion à la Convention, se réservent

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 leur loi nationale ;

b) le droit de ne pas appliquer les dispositions du premier paragraphe de l'article 3 à la saisie pratiquée sur leur territoire en raison des créances prévues à l'alinéa q) de l'article 1.

### **Article 8.**

1) The provisions of this Convention shall apply to any vessel flying the flag of a Contracting State in the jurisdiction of any Contracting State.

2) 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 arrest.

3) Nevertheless any Contracting State shall be entitled wholly or partly to exclude from the benefits of this Convention any Government of a non-Contracting State or any person who has not, at the time of the arrest, his habitual residence or principal place of business in one of the Contracting States.

4) Nothing in this Convention shall modify or affect the rules of law in force in the respective Contracting States relating to the arrest of any ship within the jurisdiction of the State of her flag by a person who has his habitual residence or principal place of business in that State.

5) When a maritime claim is asserted by a third party other than the original claimant, whether by subrogation, assignment or otherwise, such third party shall, for the purpose of this Convention, be deemed to have the same habitual residence or principal place of business as the original claimant.

### **Article 9.**

Nothing in this Convention shall be construed as creating a right of action, which, apart from the provisions of this Convention, would not arise under the law applied by the Court which has seized of the case, nor as creating any maritime liens which do not exist under such law or under the Convention on Maritime Mortgages and Liens, if the latter is applicable.

### **Article 10.**

The High Contracting Parties may at the time of signature, deposit or ratification or accession, reserve

a) the right not to apply this Convention to the arrest of a ship for any of the claims enumerated in paragraphs o) and p) of Article 1, but to apply their domestic laws to such claims;

b) the right not to apply the first paragraph of Article 3 to the arrest of a ship, within their jurisdiction, for claims set out in Article 1, paragraph q).

### **Article 11.**

Les Hautes Parties Contractantes s'engagent à soumettre à arbitrage tous différends entre Etats pouvant résulter de l'interprétation ou l'application de la présente Convention, sans préjudice toutefois des obligations des Hautes Parties Contractantes qui ont convenu de soumettre leurs différends à la Cour Internationale de Justice.

### **Article 12.**

La présente Convention est ouverte à la signature des Etats représentés à la neuvième Conférence diplomatique de Droit Maritime. Le procès-verbal de signature sera dressé par les soins du Ministère des Affaires étrangères de Belgique.

### **Article 13.**

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Ministère des Affaires étrangères de Belgique qui en notifiera le dépôt à tous les Etats signataires et adhérents.

### **Article 14.**

a) La présente Convention entrera en vigueur entre les deux premiers Etats qui l'auront ratifiée, six mois après la date du dépôt du deuxième instrument de ratification.

b) Pour chaque Etat signataire ratifiant la Convention après le deuxième dépôt, celle-ci entrera en vigueur six mois après la date du dépôt de son instrument de ratification.

### **Article 15.**

Tout Etat non représenté à la neuvième Conférence diplomatique de Droit Maritime pourra adhérer à la présente Convention.

Les adhésions seront notifiées au Ministère des Affaires étrangères de Belgique qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

La Convention entrera en vigueur pour l'Etat adhérent six mois après la date de réception de cette notification, mais pas avant la date de son entrée en vigueur telle qu'elle est fixée à l'article 14 a).

### **Article 16.**

Toute Haute Partie Contractante pourra à l'expiration du délai de trois ans qui suivra l'entrée en vigueur à son égard de la présente

### **Article 11.**

The High Contracting Parties undertake to submit to arbitration any disputes between States arising out of the interpretation or application of this convention, but this shall be without prejudice to the obligations of those High Contracting Parties who have agreed to submit their disputes to the International Court of Justice.

### **Article 12.**

This Convention shall be open for signature by the States represented at the Ninth Diplomatic Conference on Maritime Law. The protocol of signature shall be drawn up through the good offices of the Belgian Ministry of Foreign Affairs.

### **Article 13.**

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Ministry of Foreign Affairs which shall notify all signatory and acceding States of the deposit of any such instruments.

### **Article 14.**

a) This Convention shall come into force between the two States which first ratify it, six months after the date of the deposit of the second instrument of ratification.

b) This Convention shall come into force in respect of each signatory State which ratifies it after the deposit of the second instrument of ratification six months after the date of the deposit of the instrument of ratification of that State.

### **Article 15.**

Any State not represented at the Ninth Diplomatic Conference on Maritime Law may accede to this Convention.

The accession of any State shall be notified to the Belgian Ministry of Foreign Affairs which shall inform through diplomatic channels all signatory and acceding States of such notification.

The Convention shall come into force in respect of the acceding State six months after the date of the receipt of such notification but not before the Convention has come into force in accordance with the provisions of article 14 a).

### **Article 16.**

Any High Contracting Party may three years after the coming into force of this Convention in respect of such High Contracting Party or

Convention, demander la réunion d'une conférence chargée de statuer sur toutes les propositions tendant à la révision de la Convention.

Toute Haute Partie Contractante qui désirerait faire usage de cette faculté en avisera le Gouvernement belge qui se chargera de convoquer la conférence dans les six mois.

#### Article 17.

Chacune des Hautes Parties Contractantes aura le droit de dénoncer la présente Convention à tout moment après son entrée en vigueur à son égard. Toutefois, cette dénonciation ne prendra effet qu'un an après la date de réception de la notification de dénonciation au Gouvernement belge qui en avisera les autres Parties Contractantes par la voie diplomatique.

#### Article 18.

a) Toute Haute Partie Contractante peut, au moment de la ratification, de l'adhésion, ou à tout moment ultérieur, notifier par écrit au Gouvernement belge que la présente convention s'applique aux territoires ou à certains des territoires dont elle assure les relations internationales. La Convention sera applicable aux dits territoires six mois après la date de réception de cette notification par le Ministère des Affaires étrangères de Belgique, mais pas avant la date d'entrée en vigueur de la présente convention à l'égard de cette Haute Partie Contractante.

b) Toute Haute Partie Contractante qui a souscrit une déclaration au titre du paragraphe a) de cet article pourra à tout moment aviser le Ministère des Affaires étrangères de Belgique que la Convention cesse de s'appliquer au Territoire en question. Cette dénonciation prendra effet dans le délai d'un an prévu à l'article 17.

c) Le Ministère des Affaires étrangères de Belgique avisera par la voie diplomatique tous les Etats signataires et adhérents de toute notification reçue par lui au titre du présent article.

Fait à Bruxelles, le 10 mai 1952, en langues française et anglaise, les deux textes faisant également foi.

at any time thereafter request that a conference be convened in order to consider amendments to the Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which shall convene the conference within six months thereafter.

#### Article 17.

Any High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government which shall inform through diplomatic channels all the other High Contracting Parties of such notification.

#### Article 18.

a) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Ministry of Foreign Affairs that the Convention shall extend to any of the territories for whose international relations it is responsible. The Convention shall six months after the date of the receipt of such notification by the Belgian Ministry of Foreign Affairs, extend to the territories named therein, but not before the date of the coming into force of the Convention in respect of such High Contracting Party.

b) A High Contracting Party which has made a declaration under paragraph a) of this Article extending the Convention to any territory for whose international relations it is responsible may at any time thereafter declare by notification given to the Belgian Ministry of Foreign Affairs that the Convention shall cease to extend to such territory and the Convention shall one year after the receipt of the notification by the Belgian Ministry of Foreign Affairs cease to extend thereto.

c) The Belgian Ministry of Foreign Affairs shall inform through diplomatic channels all signatory and acceding States of any notification received by it under this Article.

Done in Brussels, on May 10, 1952, in the French and English languages, the two texts being equally authentic.

CONVENTION INTERNATIONALE SUR  
LA LIMITATION DE LA RESPONSABILITE  
DES PROPRIETAIRES DE NAVIRES DE MER

*Signé à Bruxelles le 10 octobre 1957*

Les Hautes Parties Contractantes,

Ayant reconnu l'utilité de fixer d'un commun accord certaines règles uniformes concernant la limitation de la responsabilité des propriétaires de navires de mer ;

Ont décidé de conclure une Convention à cet effet, et en conséquence ont convenu ce qui suit :

**Article 1<sup>er</sup>**

(1) Le propriétaire d'un navire de mer peut limiter sa responsabilité au montant déterminé par l'article 3 de la présente Convention pour les créances qui résultent de l'une des causes suivantes, à moins que l'événement donnant naissance à la créance ait été causé par la faute personnelle du propriétaire :

(a) mort ou lésions corporelles de toute personne se trouvant à bord pour être transportée, et pertes ou dommages de tous biens se trouvant à bord du navire ;

(b) mort ou lésions corporelles de toute autre personne sur terre ou sur l'eau, pertes ou dommages à tous autres biens ou atteintes à tous droits causés par le fait, la négligence ou la faute de toute personne se trouvant à bord du navire, dont le propriétaire est responsable, ou de toute autre personne ne se trouvant pas à bord et dont le propriétaire est responsable; pourvu que, dans ce dernier cas, le fait, la négligence ou la faute se rapportent à la navigation, à l'administration du navire, au chargement, au transport ou au déchargement de la cargaison, à l'embarquement, au transport ou au débarquement des passagers ;

(c) Toute obligation ou responsabilité imposée par une loi relative à l'enlèvement des épaves et se rapportant au renflouement, à l'enlèvement ou à la destruction d'un navire coulé, échoué ou abandonné (y compris tout ce qui se trouve à bord), ainsi que toute obligation ou responsabilité résultant des dommages causés par un navire de mer aux ouvrages d'art des ports, bassins et voies navigables .

(2) Dans la présente Convention, l'expression «dommages corporels» désigne les créances d'indemnité résultant de mort et de lésions

INTERNATIONAL CONVENTION RELATING TO  
THE LIMITATION OF THE LIABILITY  
OF OWNERS OF SEA-GOING SHIPS

*Signed at Brussels on the 10th October 1957*

The High Contracting Parties,

Having recognized the desirability of determining by agreement certain uniform rules relating to the limitation of the liability of owners of sea-going ships;

Have decided to conclude a Convention for this purpose, and thereto have agreed as follows :

**Article 1**

(1) The owner of a sea-going ship may limit his liability in accordance with Article 3 of this Convention in respect of claims arising from any of the following occurrences, unless the occurrence giving rise to the claim resulted from the actual fault or privity of the owner :

(a) Loss of life of, or personal injury to, any person being carried in the ship, and loss of, or damage to, any property on board the ship;

(b) Loss of life of, or personal injury to, any other person, whether on land or on water, loss of or damage to any other property or infringement of any rights caused by the act, neglect or default of any person on board the ship for whose act, neglect or default the owner is responsible or any person not on board the ship for whose act, neglect or default the owner is responsible : Provided however that in regard to the act, neglect or default of this last class of person, the owner shall only be entitled to limit his liability when the act, neglect or default is one which occurs in the navigation or the management of the ship or in the loading, carriage or discharge of its cargo or in the embarkation, carriage or disembarkation of its passengers ;

(c) Any obligation of liability imposed by any law relating to the removal of wreck and arising from or in connection with the raising, removal or destruction of any ship which is sunk, stranded or abandoned (including anything which may be on board such ship) and any obligation or liability arising out of damage caused to harbour works, basins and navigable waterways.

(2) In the present Convention the expression « personal claims » means claims resulting from loss of life and personal injury; the expres-

corporelles; l'expression «dommages matériels» désigne toutes les autres créances mentionnées au paragraphe (1) ci-dessus.

(3) Le droit d'un propriétaire de navire de limiter sa responsabilité dans les cas visés au paragraphe (1) du présent article lui est reconnu même si sa responsabilité dérive de la propriété, de la possession, de la garde ou du contrôle du navire sans preuve de sa faute ou de celle de personnes dont il doit répondre.

(4) Le présent article ne s'applique pas :

(a) aux créances du chef d'assistance, de sauvetage ou de contribution en avarie commune ;

(b) aux créances du capitaine, des membres de l'équipage ou de tous autres préposés du propriétaire du navire se trouvant à bord ou dont les fonctions se rattachent au service du navire, ainsi qu'aux créances de leurs héritiers et ayants cause, si, selon la loi régissant le contrat d'engagement, le propriétaire n'a pas le droit de limiter sa responsabilité relativement à ces créances, ou, si, selon cette loi, il ne peut le faire qu'à concurrence d'un montant supérieur à celui prévu à l'article 3 ci-après.

(5) Si le propriétaire d'un navire est autorisé à faire valoir à l'égard d'un créancier une créance pour un dommage résultant du même événement, les créances respectives seront compensées, et les dispositions de la présente Convention ne s'appliqueront qu'au solde éventuel.

(6) La lex fori déterminera la personne à qui incombe la preuve que l'événement donnant lieu à la créance a été ou non causé par la faute personnelle du propriétaire.

(7) Le fait d'invoquer la limitation de sa responsabilité n'emporte pas la reconnaissance de cette responsabilité.

## **Article 2**

(1) La limitation de la responsabilité déterminée par l'article 3 de la présente Convention, s'applique à l'ensemble des créances du chef de dommages corporels et de dommages matériels nées d'un même événement, sans avoir égard aux créances nées ou à naître d'un autre événement.

(2) Lorsque l'ensemble des créances résultant d'un même événement dépasse les limites de la responsabilité telles qu'elles sont déterminées par l'article 3, le montant global correspondant à ces limites pourra être constitué en un fonds de limitation unique.

(3) Le fonds ainsi constitué est affecté exclusivement au règlement des créances auxquelles la limitation de la responsabilité est opposable.

sion « property claims » means all other claims set out in paragraph (1) of this Article. .

(3) An owner shall be entitled to limit his liability in the cases set out in paragraph (1) of this Article even in cases where his liability arises, without proof of negligence on the part of the owner or of persons for whose conduct he is responsible by reason of his ownership, possession, custody or control of the ship.

(4) Nothing in this Article shall apply :

(a) To claims for salvage or to claims for contribution in general average ; .

(b) To claims by the Master, by members of the crew, by any servants of the owner on board the ship or by servants of the owner whose duties are connected with the ship, including the claims of their heirs, personal representatives or dependents, if under the law governing the contract of service between the owners and such servants the owner is not entitled to limit his liability in respect of such claims or if he is by such law only permitted to limit his liability to an amount greater than that provided for in Article 3 of this Convention.

(5) If the owner of a ship is entitled to make a claim against a claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Convention shall only apply to the balance if any.

(6) The question upon whom lies the burden of proving whether or not the occurrence giving rise to the claim resulted from the actual fault or privity of the owner shall be determined by the lex fori.

(7) The act of invoking limitation of liability shall not constitute an admission of liability.

## Article 2

(1) The limit of liability prescribed by Article 3 of this Convention shall apply to the aggregate of personal claims and property claims which arise on any distinct occasion without regard to any claims which have arisen or may arise on any other distinct occasion.

(2) When the aggregate of the claims which arise on any distinct occasion exceeds the limits of liability provided for by Article 3 the total sum representing such limits of liability may be constituted as one distinct limitation fund.

(3) The fund thus constituted shall be available only for the payment of claims in respect of which limitation of liability can be invoked.

(4) Après la constitution du fonds, aucun droit ne peut être exercé, pour les mêmes créances, sur d'autres biens du propriétaire par les créanciers auxquels le fonds est réservé, à condition que le fonds de limitation soit effectivement disponible au profit du demandeur.

### Article 3

(1) Les montants auxquels le propriétaire d'un navire peut limiter sa responsabilité dans les cas prévus à l'article 1<sup>er</sup> sont :

(a) au cas où l'événement n'a donné lieu qu'à des dommages matériels, une somme totale de 1.000 francs par tonneau de jauge du navire ;

(b) au cas où l'événement n'a donné lieu qu'à des dommages corporels, une somme totale de 3.100 francs par tonneau de jauge du navire ;

(c) au cas où l'événement a donné lieu à la fois à des dommages corporels et à des dommages matériels, une somme totale de 3.100 francs par tonneau de jauge du navire, dont une première partie de 2.100 francs par tonneau de jauge sera exclusivement affectée au règlement des créances du chef de dommages corporels, et dont une seconde partie de 1.000 francs par tonneau de jauge du navire sera affectée au paiement des créances du chef de dommages matériels ; toutefois, lorsque la première partie est insuffisante pour payer intégralement les créances du chef de dommages corporels, le solde impayé de celles-ci viendra en concurrence avec les créances du chef de dommages matériels pour être payé par la seconde partie du fonds.

(2) Dans chaque partie du fonds de limitation, la répartition se fera entre les créanciers, proportionnellement au montant de leurs créances reconnues.

(3) Si, avant la répartition du fonds, le propriétaire d'un navire a payé en tout ou en partie une des créances indiquées à l'article 1, paragraphe (1), il est autorisé à prendre, à due concurrence, les lieu et place de son créancier dans la distribution du fonds, mais seulement dans la mesure où selon le droit du pays où le fonds est constitué, ce créancier aurait pu faire reconnaître en justice sa créance contre le propriétaire.

(4) Lorsque le propriétaire établit qu'il pourrait être ultérieurement contraint de payer en tout ou en partie une des créances indiquées à l'article 1, paragraphe (1), le tribunal ou toute autre autorité compétente du pays où le fonds est constitué pourra ordonner qu'une somme suffisante sera provisoirement réservée pour permettre au propriétaire de faire ultérieurement valoir ses droits sur le fonds, aux conditions indiquées dans le paragraphe précédent.

(4) After the fund has been constituted, no claimant against the fund shall be entitled to exercise any right against any other assets of the shipowner in respect of his claim against the fund, if the limitation fund is actually available for the benefit of the claimant.

### Article 3

(1) The amounts to which the owner of a ship may limit his liability under Article 1 shall be :

(a) Where the occurrence has only given rise to property claims, an aggregate amount of 1000 francs for each ton of the ship's tonnage;

(b) Where the occurrence has only given rise to personal claims an aggregate amount of 3.100 francs for each ton of the ship's tonnage;

(c) Where the occurrence has given rise both to personal claims and property claims an aggregate amount of 3.100 francs for each ton of the ship's tonnage, of which a first portion amounting to 2.100 francs for each ton of the ship's tonnage shall be exclusively appropriated to the payment of personal claims and of which a second portion amounting to 1.000 francs for each ton of the ship's tonnage shall be appropriated to the payment of property claims : Provided however that in cases where the first portion is insufficient to pay the personal claims in full, the unpaid balance of such claims shall rank rateably with the property claims for payment against the second portion of the fund.

(2) In each portion of the limitation fund the distribution among the claimants shall be made in proportion to the amounts of their established claims.

(3) If before the fund is distributed the owner has paid in whole or in part any of the claims set out in Article 1 paragraph (1), he shall pro tanto be placed in the same position in relation to the fund as the claimant whose claim he has paid, but only to the extent that the claimant whose claim he has paid would have had a right of recovery against him under the national law of the State where the fund has been constituted.

(4) Where the shipowner establishes that he may at a later date be compelled to pay in whole or in part any of the claims set out in Article 1 paragraph (1) the Court or other competent authority of the State where the fund has been constituted may order that a sufficient sum shall be provisionally set aside to enable the shipowner at such later date to enforce his claim against the fund in the manner set out in the preceding paragraph.

(5) Pour déterminer la limite de la responsabilité d'un propriétaire de navire, conformément aux dispositions du présent article, tout navire de moins de 300 tonneaux de jauge sera assimilé à un navire de ce tonnage.

(6) Le franc mentionné dans cet article est considéré comme se rapportant à une unité constituée par soixante-cinq milligrammes et demi d'or au titre de neuf cents millièmes de fin. Les montants mentionnés au paragraphe (1) du présent article seront convertis dans la monnaie nationale de l'Etat dans lequel la limitation de la responsabilité est invoquée; la conversion s'effectuera suivant la valeur de cette monnaie par rapport à l'unité définie ci-dessus à la date où le propriétaire de navire aura constitué le fonds, effectué le paiement ou fourni, conformément à la loi de cet Etat, toute garantie équivalente.

(7) Pour l'application de cette Convention, le tonnage sera calculé comme suit :

- pour les navires à vapeur ou autres navires à propulsion mécanique, le tonnage net augmenté du volume qui, à raison de l'espace occupé par les appareils de force motrice, a été déduit du tonnage brut en vue de déterminer le tonnage net ;
- pour tous autres navires, le tonnage net.

#### **Article 4**

Sans préjudice des dispositions prévues à l'article 3, paragraphe (2) de la présente Convention, les règles relatives à la constitution et à la distribution du fonds éventuel et toutes les règles de procédure sont déterminées par la loi nationale de l'Etat où le fonds est constitué.

#### **Article 5**

(1) Dans tous les cas où un propriétaire est autorisé à limiter sa responsabilité, en vertu de la présente Convention, et lorsque le navire ou tout autre navire ou tout autre bien appartenant au même propriétaire, a été saisi dans le ressort d'un Etat contractant, ou qu'une caution ou une autre garantie a été fournie pour éviter la saisie, le tribunal ou toute autre autorité compétente de cet Etat peut ordonner la mainlevée de la saisie du navire ou de tout autre bien ou la libération de la garantie donnée, à condition qu'il soit prouvé que le propriétaire a déjà fourni une caution suffisante ou toute autre garantie pour une somme égale à la pleine limite de sa responsabilité, telle qu'elle résulte de la présente Convention et que la caution ou la garantie ainsi fournie est effectivement disponible au profit du demandeur, conformément à ses droits.

(5) For the purpose of ascertaining the limit of an owner's liability in accordance with the provisions of this Article the tonnage of a ship of less than 300 tons shall be deemed to be 300 tons.

(6) The franc mentioned in this Article shall be deemed to refer to a unit consisting of sixty five and a half milligrams of gold of millesimal fineness nine hundred. The amounts mentioned in paragraph (1) of this Article shall be converted into the national currency of the State in which limitation is sought on the basis of the value of that currency by reference to the unit defined above at the date on which the shipowner shall have constituted the limitation fund, made the payment or given a guarantee which under the law of that State is equivalent to such payment.

(7) For the purpose of this convention tonnage shall be calculated as follows :

- In the case of steamships or other mechanically propelled ships there shall be taken the net tonnage with the addition of the amount deducted from the gross tonnage on account of engine room space for the purpose of ascertaining the net tonnage ;
- In the case of all other ships there shall be taken the net tonnage.

#### Article 4

Without prejudice to the provisions of Article 3, paragraph (2) of this Convention, the rules relating to the constitution and distribution of the limitation fund, if any, and all rules of procedure shall be governed by the national law of the State in which the fund is constituted.

#### Article 5

(1) Whenever a shipowner is entitled to limit his liability under this Convention, and the ship or another ship or other property in the same ownership has been arrested within the jurisdiction of a Contracting State or bail or other security has been given to avoid arrest, the Court or other competent authority of such State may order the release of the ship or other property or of the security given if it is established that the shipowner has already given satisfactory bail or security in a sum equal to the full limit of his liability under this Convention and that the bail or other security so given is actually available for the benefit of the claimant in accordance with his rights.

(2) Where, in circumstances mentioned in paragraph (1) of this Article, bail or other security has already been given :

- (a) at the port where the accident giving rise to the claim occurred ;

- (2) Lorsque, dans les circonstances mentionnées sous le paragraphe (1) du présent article, une caution ou autre garantie a déjà été donnée :
- (a) au port où s'est produit l'accident donnant lieu à la créance ;
  - (b) au premier port d'escale après l'accident si celui-ci n'a pas eu lieu dans un port ;
  - (c) au port de débarquement ou de déchargement, s'il s'agit d'une créance relative à des dommages corporels ou à des dommages aux marchandises ;

Le tribunal ou toute autre autorité compétente ordonnera la mainlevée de la saisie du navire ou la libération de la caution ou autre garantie lorsque les conditions indiquées au paragraphe (1) du présent article seront réunies.

(3) Les dispositions des paragraphes (1) et (2) du présent article seront également applicables, si la caution ou toute autre garantie déjà donnée est inférieure à l'entièvre limite de la responsabilité sous l'empire de la présente Convention, à condition qu'une caution ou toute autre garantie suffisante soit donnée pour la différence.

(4) Lorsque le propriétaire a donné caution ou fourni une autre garantie pour un montant correspondant à la pleine limite de sa responsabilité conformément à la présente Convention, cette caution ou cette autre garantie pourront servir au paiement de toutes les créances dérivant d'un même événement et pour lesquelles le propriétaire peut limiter sa responsabilité.

(5) La procédure relative aux actions engagées par application des dispositions de la présente Convention et les délais dans lesquels ces actions doivent être exercées, seront réglés par la loi nationale de l'Etat contractant dans lequel le procès a lieu.

## Article 6

(1) Dans la présente Convention, la responsabilité du propriétaire du navire inclut la responsabilité du navire lui-même.

(2) Sous réserve du paragraphe (3) du présent article, les dispositions de cette Convention seront applicables à l'affréteur, à l'armateur, à l'armateur gérant, ainsi qu'aux capitaine, membres de l'équipage et autres préposés du propriétaire, de l'affréteur, de l'armateur ou de l'armateur gérant, agissant dans l'exercice de leurs fonctions, de la même manière qu'elles s'appliquent au propriétaire lui-même, sans que le montant global de la responsabilité limitée du propriétaire et de toutes ces autres personnes du chef de dommages corporels et matériels, résultant d'un même événement, puisse excéder les montants fixés conformément à l'Article 3 de la présente Convention.

- (b) at the first port of call after the accident if the accident did not occur in a port ;
- (c) at the port of disembarkation or discharge if the claim is a personal claim or relates to damage to cargo ;

the Court or other competent authority shall order the release of the ship or the bail or other security given, subject to the conditions set forth in paragraph (1) of this Article.

(3) The provisions of paragraphs (1) and (2) of this Article shall apply likewise if the bail or other security already given is in a sum less than the full limit of liability under this Convention : Provided that satisfactory bail or other security is given for the balance.

(4) When the shipowner has given bail or other security in a sum equal to the full limit of his liability under this Convention such bail or other security shall be available for the payment of all claims arising on a distinct occasion and in respect of which the shipowner may limit his liability.

(5) Questions of procedure relating to actions brought under the provisions of this Convention and also the time limit within which such actions shall be brought or prosecuted shall be decided in accordance with the national law of the Contracting State in which the action takes place.

## Article 6

(1) In this Convention the liability of the shipowner includes the liability of the ship herself.

(2) Subject to paragraph (3) of this Article, the provisions of this Convention shall apply to the charterer, manager and operator of the ship, and to the master, members of the crew and other servants of the owner, charterer, manager or operator acting in the course of their employment in the same way as they apply to an owner himself : Provided that the total limits of liability of the owner and all such other persons in respect of personal claims and property claims arising on a distinct occasion shall not exceed the amounts determined in accordance with Article 3 of this Convention.

(3) When actions are brought against the master or against members of the crew such persons may limit their liability even if the occurrence which gives rise to the claims resulted from the actual fault or privity of one or more of such persons. If, however, the master

(3) Lorsqu'une action est dirigée contre le capitaine ou les membres de l'équipage, ceux-ci peuvent limiter leur responsabilité même si l'événement qui est à l'origine de la créance, a pour cause leur faute personnelle. Toutefois, si le capitaine ou le membre de l'équipage est en même temps seul propriétaire, co-propriétaire, affréteur, armateur ou armateur-gérant, la disposition du présent paragraphe ne s'applique que lorsqu'il s'agit d'une faute commise en sa qualité de capitaine ou de membre de l'équipage.

### **Article 7**

La présente Convention s'appliquera chaque fois que le propriétaire d'un navire ou toute autre personne ayant le même droit en vertu de l'article 6, limite ou cherche à limiter sa responsabilité devant les tribunaux de l'un des Etats contractants ou tente de faire libérer un navire ou tout autre bien saisi ou une caution ou toute autre garantie, dans le territoire de l'un de ces Etats.

Néanmoins, tout Etat contractant aura le droit d'exclure totalement ou partiellement du bénéfice de cette Convention tout Etat non-contractant ou toute personne qui n'a pas, au moment où elle prend des mesures pour limiter sa responsabilité ou pour obtenir, conformément à l'article 5, la libération d'un navire, ou de tout autre bien saisi ou d'une caution ou de toute autre garantie, sa résidence habituelle ou son siège principal d'exploitation dans l'un des Etats contractants ou dont le navire à raison duquel elle veut limiter sa responsabilité ou dont elle veut obtenir la libération, ne bat pas, à la date ci-dessus prévue, le pavillon de l'un des Etats contractants.

### **Article 8**

Tout Etat contractant se réserve le droit de déterminer quelles sont les autres catégories de navires qui seront assimilées aux navires de mer pour les besoins de la présente Convention.

### **Article 9**

La présente Convention est ouverte à la signature des Etats représentés à la dixième session de la Conférence diplomatique de Droit Maritime.

### **Article 10**

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Gouvernement belge qui en notifiera le dépôt par la voie diplomatique à tous les Etats signataires et adhérents.

or member of the crew is at the same time the owner, co-owner, charterer, manager or operator of the ship the provisions of this paragraph shall only apply where the act, neglect or default in question is an act, neglect or default committed by the person in question in his capacity as master or as member of the crew of the ship.

### **Article 7**

This Convention shall apply whenever the owner of a ship, or any other person having by virtue of the provisions of Article 6 hereof the same rights as an owner of a ship, limits or seeks to limit his liability before the Court of a Contracting State or seeks to procure the release of a ship or other property arrested or the bail or other security given within the jurisdiction of any such State.

Nevertheless, each Contracting State shall have the right to exclude wholly or partially, from the benefits of this Convention any non-Contracting State, or any person who, at the time when he seeks to limit his liability or to secure the release of a ship or other property arrested or the bail or other security in accordance with the provisions of Article 5 hereof, is not ordinarily resident in a Contracting State, or does not have his principal place of business in a Contracting State, or any ship in respect of which limitation of liability or release is sought which does not at the time specified above fly the flag of a Contracting State.

### **Article 8**

Each Contracting State reserves the right to decide what other classes of ship shall be treated in the same manner as sea-going ships for the purposes of this Convention.

### **Article 9**

This Convention shall be open for signature by the States represented at the tenth session of the Diplomatic Conference on Maritime Law.

### **Article 10**

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Government which shall notify through diplomatic channels all signatory and acceding States of their deposit.

## **Article 11**

(1) La présente Convention entrera en vigueur six mois après la date du dépôt d'au moins dix instruments de ratification dont au moins cinq émanant d'Etats qui possèdent chacun un tonnage global égal ou supérieur à un million de tonneaux de jauge brute.

(2) Pour chaque Etat signataire, ratifiant la Convention après la date du dépôt de l'instrument de ratification déterminant l'entrée en vigueur telle qu'elle est fixée au paragraphe (1) du présent article, elle entrera en vigueur six mois après le dépôt de son instrument de ratification.

## **Article 12**

Tout Etat non représenté à la dixième session de la Conférence diplomatique du Droit Maritime pourra adhérer à la présente Convention.

Les instruments d'adhésion seront déposés auprès du Gouvernement belge qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

La Convention entrera en vigueur pour l'Etat adhérent six mois après la date du dépôt de son instrument d'adhésion, mais pas avant la date d'entrée en vigueur de la Convention telle qu'elle est fixée à l'article 11 (1).

## **Article 13**

Chacune des Hautes Parties Contractantes aura le droit de dénoncer la présente Convention à tout moment après son entrée en vigueur à son égard. Toutefois, cette dénonciation ne prendra effet qu'un an après la date de réception de la notification de dénonciation au Gouvernement belge, qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

## **Article 14**

(1) Toute Haute Partie Contractante peut, au moment de la ratification, de l'adhésion, ou à tout moment ultérieur notifier par écrit au Gouvernement belge que la présente Convention s'applique aux territoires ou à certains territoires dont elle assure les relations internationales.

La Convention sera applicable aux dits territoires six mois après la date de réception de cette notification par le Gouvernement belge mais pas avant la date d'entrée en vigueur de la présente Convention à l'égard de cette Haute Partie Contractante ;

## **Article 11**

(1) This Convention shall come into force six months after the date of deposit of at least ten instruments of ratification, of which at least five by States that have each a tonnage equal or superior to one million gross tons of tonnage.

(2) For each signatory State which ratifies the Convention after the date of deposit of the instrument of ratification determining the coming into force such as is stipulated in paragraph (1) of this Article this Convention shall come into force six months after the deposit of their instrument of ratification.

## **Article 12**

Any State not represented at the tenth session of the Diplomatic Conference on Maritime Law may accede to this Convention.

The instruments of accession shall be deposited with the Belgian Government which shall inform through diplomatic channels all signatory and acceding States of the deposit of any such instruments.

The Convention shall come into force in respect of the acceding State six months after the date of the deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article 11 (1).

## **Article 13**

Each High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. Nevertheless, this denunciation shall only take effect one year after the date on which notification thereof has been received by the Belgian Government which shall inform through diplomatic channels all signatory and acceding States of such notification.

## **Article 14**

(1) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Government that the Convention shall extend to any of the territories for whose international relations it is responsible.

The Convention shall six months after the date of the receipt of such notification by the Belgian Government extend to the territories named therein, but not before the date of the coming into force of this Convention in respect of such High Contracting Party;

(2) Toute Haute Partie Contractante qui a souscrit une déclaration au titre du paragraphe (1) du présent article, étendant l'application de la Convention aux territoires ou à certains territoires dont elle assure les relations internationales, pourra à tout moment aviser le Gouvernement belge que la Convention cesse de s'appliquer aux territoires en question.

Cette dénonciation prendra effet un an après la date de réception par le Gouvernement belge de la notification de dénonciation ;

(3) Le Gouvernement belge avisera par la voie diplomatique tous les Etats signataires et adhérents de toute notification reçue par lui au titre du présent article.

### **Article 15**

Toute Haute Partie Contractante pourra, à l'expiration du délai de trois ans qui suivra l'entrée en vigueur à son égard de la présente Convention, demander la réunion d'une Conférence chargée de statuer sur toutes les propositions tendant à la révision de la présente Convention.

Toute Haute Partie Contractante qui désirerait faire usage de cette faculté en avisera le Gouvernement belge qui se chargera de convoquer la Conférence dans les six mois.

### **Article 16**

La présente Convention remplace et abroge, pour les relations entre les Etats qui la ratifient ou y adhèrent, la Convention internationale pour l'unification de certaines règles concernant la limitation de la responsabilité des propriétaires de navires de mer, signée à Bruxelles, le 25 août 1924.

En foi de quoi, les Plénipotentiaires, dûment autorisés, ont signé la présente Convention.

Fait à Bruxelles, le 10 octobre 1957, en langues française et anglaise, les deux textes faisant également foi, en un seul exemplaire, qui restera déposé dans les archives du Gouvernement belge qui en délivrera des copies certifiées conformes.

(2) Any High Contracting Party which has made a declaration under paragraph (1) of this Article extending the Convention to any territory for whose international relations it is responsible may at any time thereafter declare by notification given to the Belgian Government that the Convention shall cease to extend to such territory. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government ;

(3) The Belgian Government shall inform through diplomatic channels all signatory and acceding States of any notification received by it under this article.

### **Article 15**

Any High Contracting Party may three years after the coming into force of this Convention in respect of such High Contracting Party or at any time thereafter request that a conference be convened in order to consider amendments to this Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which shall convene the Conference within six months thereafter.

### **Article 16**

In respect of the relations between States which ratify this Convention or accede to it, this Convention shall replace and abrogate the International Convention for the unification of certain rules concerning the limitation of the liability of the owners of sea-going ships, signed at Brussels, on the 25th of August 1924.

In Witness whereof the Plenipotentiaries, duly authorized, have signed this Convention.

Done at Brussels, this tenth day of October 1957, in the French and English languages, the two texts being equally authentic, in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies.

## PROTOCOLE DE SIGNATURE

(1) Tout Etat pourra, lors de la signature, de la ratification ou de l'adhésion à la présente Convention, formuler les réserves prévues au paragraphe (2). Aucune autre réserve à la présente Convention ne sera recevable.

(2) Les réserves suivantes seront seules recevables :

(a) Réserve du droit d'exclure l'application de l'article 1, paragraphe (1) (c).

(b) Réserve du droit de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge.

(c) Réserve du droit 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.

## PROTOCOL OF SIGNATURE

(1) Any State, at the time of signing, ratifying or acceding to this Convention may make any of the reservations set forth in paragraph (2). No other reservations to this Convention shall be admissible.

(2) The following are the only reservations admissible :

(a) Reservation of the right to exclude the application of Article 1 paragraph (1) (c).

(b) Reservation of the right to regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.

(c) Reservation of the right to give effect to this Convention either by giving it the force of law or by including in the national legislation, in a form appropriate to that legislation, the provisions of this Convention.

# CONVENTION INTERNATIONALE SUR LES PASSAGERS CLANDESTINS

*Signé à Bruxelles le 10 octobre 1957*

Les Hautes Parties Contractantes,

Ayant reconnu qu'il était désirable de fixer par un accord certaines règles uniformes relatives aux passagers clandestins, ont décidé de conclure une Convention à cet effet et ont, dans ce but, convenu de ce qui suit :

## Article 1<sup>er</sup>

Dans la présente Convention, les expressions suivantes auront le sens précis indiqué ci-dessous :

« Passager clandestin » signifie une personne qui, en un port quelconque ou en un lieu en sa proximité, se dissimule dans un navire sans le consentement du propriétaire du navire ou du capitaine ou de tout autre personne ayant la responsabilité du navire et qui est à bord après que le navire a quitté ce port ou lieu.

« Port d'embarquement » signifie le port ou lieu en sa proximité où un passager clandestin monte à bord du navire dans lequel il est découvert.

« Port de débarquement » signifie le port dans lequel le passager clandestin est remis à l'autorité compétente conformément aux stipulations de la présente Convention.

« Autorité compétente » signifie la personne ou le service au port du débarquement, autorisé par le Gouvernement de l'Etat dans lequel ce port est situé, à recevoir et traiter les passagers clandestins conformément aux stipulations de la présente Convention.

« Propriétaire » inclut tout affréteur en coque nue du navire.

## Article 2

(1) Si au cours d'un voyage d'un navire immatriculé dans un Etat Contractant, ou portant le pavillon d'un tel Etat, un passager clandestin est découvert dans un port ou en mer, le capitaine du navire peut, sous réserve des dispositions du paragraphe (3), livrer le passager clandestin à l'autorité compétente du premier port d'un Etat Contractant où le navire fait escale après la découverte du passager clandestin, et dans lequel il estime que ce passager sera traité conformément aux dispositions de la présente Convention.

(2) Lors de la livraison du passager clandestin à l'autorité compétente, le capitaine du navire devra remettre à cette autorité une déclaration signée contenant toute information en sa possession concernant

# INTERNATIONAL CONVENTION RELATING TO STOWAWAYS

*Signed at Brussels on the 10th October 1957*

The High Contracting Parties,

Having recognised the desirability of determining by agreement certain uniform rules relating to stowaways, have decided to conclude a Convention for this purpose, and thereto have agreed as follows :

## Article 1

In this Convention the following expressions shall have the meanings specified hereunder :

« Stowaway » means a person who, at any port or place in the vicinity thereof, secretes himself in a ship without the consent of the shipowner or the master or any other person in charge of the ship and who is on board after the ship has left that port or place.

« Port of Embarkation » means the port or place in the vicinity thereof at which a stowaway boards the ship on which he is found.

« Port of Disembarkation » means the port at which the stowaway is delivered to the appropriate authority in accordance with the provisions of this Convention.

« Appropriate authority » means the body or person at the port of disembarkation authorised by the Government of the State in which that port is situated to receive and deal with stowaways in accordance with the provisions of this Convention.

« Owner » includes any charterer to whom the ship is demised.

## Article 2

(1) If on any voyage of a ship registered in or bearing the flag of a Contracting State a stowaway is found in a port or at sea, the master of the ship may, subject to the provisions of paragraph (3), deliver the stowaway to the appropriate authority at the first port in a Contracting State at which the ship calls after the stowaway is found, and at which he considers that the stowaway will be dealt with in accordance with the provisions of this Convention.

(2) Upon delivery of the stowaway to the appropriate authority, the master of the ship shall give to that authority a signed statement containing all information in his possession relating to that stowaway including this nationality or nationalities, his port of embarka-

ce passager clandestin et notamment sur sa, ou ses nationalités, son port d'embarquement, la date, l'heure et la position géographique du navire lorsque le passager clandestin a été découvert, ainsi que mention du port de départ du navire et des ports d'escales subséquents avec les dates d'arrivées et de départs.

(3) Sauf si un passager clandestin est sous le coup d'une mesure antérieure individuelle d'expulsion ou de refoulement, l'autorité compétente de tout port d'un Etat Contractant devra recevoir tout passager clandestin qui lui est livré conformément aux précédentes dispositions de cet article et devra agir à son égard conformément aux dispositions de la présente Convention.

### Article 3

Lorsqu'un passager clandestin est remis à l'autorité compétente au port de débarquement :

(1) Cette autorité peut le renvoyer à tout Etat dont elle estime à la fois qu'il est un national et que cet Etat le reconnaît comme tel.

(2) Mais lorsque l'Etat ou, les Etats dont l'autorité compétente estime que le passager clandestin est un national, refuse ou, refusent d'accepter son renvoi, ou, lorsque l'autorité compétente considère que le passager clandestin ne possède aucune nationalité, ou que, pour les raisons mentionnées à l'article 5 (2) il ne doit pas être renvoyé dans son propre pays, la dite autorité peut, sous réserve des dispositions de l'article 5 (2), renvoyer le passager clandestin à l'Etat dans lequel se trouve le port qu'elle estime être son port d'embarquement.

(3) En outre, lorsque le passager clandestin ne peut être renvoyé conformément aux paragraphes (1) ou (2) du présent article, l'autorité compétente peut, sous réserve des dispositions de l'article 5 (2), le renvoyer dans l'Etat dans lequel se trouve le dernier port d'escale avant qu'il ait été découvert.

(4) Enfin, lorsqu'un passager clandestin ne peut être renvoyé conformément aux paragraphes (1), (2) ou (3) du présent article, l'autorité compétente peut le renvoyer dans l'Etat Contractant dont le navire portait le pavillon quand le passager clandestin fut découvert.

L'Etat dans lequel le passager clandestin est ainsi renvoyé est tenu de l'accepter, sous réserve des dispositions du paragraphe (3) de l'article 2.

### Article 4

Les frais d'entretien d'un passager clandestin au port de son débarquement, ainsi que ceux de son renvoi dans l'Etat Contractant dont il est un national sont supportés par le propriétaire du navire, sans préjudice de son recours éventuel contre l'Etat dont le passager clandestin est un national.

tion and the date, time and geographical position of the ship when the stowaway was found, as well as the port of departure of the ship and the subsequent ports of call with dates of arrival and departure.

(3) Unless the stowaway is under a previous individual order of deportation or prohibition from entry, the appropriate authority of a Contracting State shall receive any stowaway delivered to it in accordance with the foregoing provisions of this Article and deal with him in accordance with the provisions of this Convention.

### **Article 3**

When a stowaway is delivered to the appropriate authority at the port of disembarkation :

(1) This authority may return him to any State of which it considers that he is a national and is admitted as such by that State.

(2) When, however, the State or States of which the appropriate authority consider the stowaway to be a national refuses of refuse to accept his return, or when the appropriate authority is satisfied that the stowaway possesses no nationality or that, for reasons mentioned in Article 5 (2), he should not be returned to his own country, then the said authority may, subject to the provisions of Article 5 (2), return the stowaway to the State in which the port they consider to have been his port of embarkation is situated.

(3) However, if the stowaway cannot be returned as provided under paragraph (1) or (2) of this article, the appropriate authority may, subject to the provisions of Article 5 (2), return him to the State in which the last port at which the ship called prior to his being found is situated.

(4) Finally, when the stowaway cannot be returned as provided under paragraph (1), (2) or (3) of this Article, the appropriate authority may return him to the Contracting State whose flag was flown by the ship in which he was found.

The State to which the stowaway is accordingly returned, shall be bound to accept the stowaway, subject to the provisions of Article 2 (3).

### **Article 4**

The costs of maintenance of a stowaway at his port of disembarkation as well as those for returning him to the country of which he is a national shall be defrayed by the shipowner, without prejudice to the right of recovery, if any, from the State of which the stowaway is a national.

Dans tous les autres cas le propriétaire du navire assumera les frais de renvoi, mais ne sera tenu des frais d'entretien, que pendant trois mois à dater de la remise du passager clandestin à l'autorité compétente.

L'obligation éventuelle d'un dépôt ou d'une caution pour garantir le paiement des frais ci-dessus est régie par la loi nationale du port de débarquement.

### Article 5

(1) Les pouvoirs conférés par la présente Convention au capitaine d'un navire et aux autorités compétentes en ce qui concerne le sort d'un passager clandestin s'ajouteront et ne dérogeront pas à tous autres droits et obligations que lui ou elles peuvent avoir à cet égard.

(2) Pour l'application des dispositions de la présente Convention, le capitaine et les autorités compétentes du port de débarquement tiendront compte des motifs que le passager clandestin invoquerait pour ne pas être débarqué ou renvoyé dans tels ports ou tels Etats mentionnés à la présente Convention.

(3) Les dispositions de la présente Convention ne porteront en aucune manière atteinte aux droits et obligations de l'Etat Contractant à accorder l'asile politique.

### Article 6

La présente Convention est ouverte à la signature des Etats représentés à la dixième session de la Conférence diplomatique du Droit Maritime.

### Article 7

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Gouvernement belge qui en notifiera le dépôt par la voie diplomatique à tous les Etats signataires et adhérents.

### Article 8

(1) La présente Convention entrera en vigueur entre les dix premiers Etats qui l'auront ratifiée, six mois après la date du dépôt du dixième instrument de ratification.

(2) Pour chaque Etat signataire ratifiant la Convention après le dixième dépôt, elle entrera en vigueur six mois après la date du dépôt de son instrument de ratification.

In all other cases the shipowner shall defray the costs of returning the stowaway but he will not be liable to defray maintenance costs for a period exceeding three months from the time when the stowaway is delivered to the appropriate authority.

Any obligation to provide a deposit or bail as a guarantee for payment of the above costs shall be determined by the law of the port of disembarkation.

### **Article 5**

(1) The powers conferred by this convention on the Master of a ship and on an appropriate authority, with respect to the disposal of a stowaway, shall be in addition to and not in derogation of any other powers or obligations which he or they may have in that respect.

(2) As regards the application of the provisions of this Convention, the Master and the appropriate authorities of the port of disembarkation will take into account the reasons which may be put forward by the stowaway for not being disembarked at or returned to those ports or States mentioned in this Convention.

(3) The provisions of this Convention shall not in any way affect the power or obligation of a Contracting State to grant political asylum.

### **Article 6**

This Convention shall be open for signature by the States represented at the tenth session of the Diplomatic Conference on Maritime Law.

### **Article 7**

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Government which shall notify through diplomatic channels all signatory and acceding States of their deposit.

### **Article 8**

(1) This Convention shall come into force between the ten States which first ratify it, six months after the date of the deposit of the tenth instrument of ratification.

(2) This Convention shall come into force in respect of each signatory State which ratifies it after the deposit of the tenth instrument of ratification, six months after the date of the deposit of the instrument of ratification of that State.

## **Article 9**

Tout Etat non représenté à la dixième session de la Conférence diplomatique de Droit Maritime pourra adhérer à la présente Convention.

Les instruments d'adhésion seront déposés auprès du Gouvernement belge qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

La Convention entrera en vigueur pour l'Etat adhérent six mois après la date du dépôt de son instrument d'adhésion, mais pas avant la date d'entrée en vigueur de la Convention telle qu'elle est fixée à l'article 8 (1).

## **Article 10**

Chacune des Hautes Parties Contractantes aura le droit de dénoncer la présente Convention à tout moment après son entrée en vigueur à son égard. Toutefois, cette dénonciation ne prendra effet qu'un an après la date de réception de la notification de dénonciation au Gouvernement belge, qui en avisera par la voie diplomatique tous les Etats signataires et adhérents.

## **Article 11**

(1) Toute Haute Partie Contractante peut, au moment de la ratification de l'adhésion, ou à tout moment ultérieur, notifier par écrit au Gouvernement belge que la présente Convention s'applique aux territoires ou à certains territoires dont elle assure les relations internationales. La Convention sera applicable aux dits territoires six mois après la date de réception de cette notification par le Gouvernement belge, mais pas avant la date d'entrée en vigueur de la présente Convention à l'égard de cette Haute Partie Contractante.

(2) Toute Haute Partie Contractante qui a souscrit une déclaration au titre du paragraphe (1) du présent article, étendant l'application de la Convention aux territoires ou à certains territoires dont elle assure les relations internationales, pourra à tout moment aviser le Gouvernement belge que la Convention cesse de s'appliquer aux territoires en question. Cette dénonciation prendra effet un an après la date de réception par le Gouvernement belge de la notification de dénonciation.

(3) Le Gouvernement belge avisera par la voie diplomatique tous les Etats signataires et adhérents de toute notification reçue par lui au titre du présent article.

## **Article 12**

Toute Haute Partie Contractante pourra, à l'expiration du délai de trois ans qui suivra l'entrée en vigueur à son égard de la présente Convention, demander la réunion d'une Conférence chargée de sta-

### **Article 9**

Any State not represented at the tenth session of the Diplomatic Conference on Maritime Law may accede to this Convention.

The instruments of accession shall be deposited with the Belgian Government which shall inform through diplomatic channels all signatory and acceding States of the deposit of any such instruments.

The Convention shall come into force in respect of the acceding State six months after the date of the deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article 8 (1).

### **Article 10**

Each High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. Nevertheless, this denunciation shall only take effect one year after the date on which notification thereof has been received by the Belgian Government which shall inform through diplomatic channels all signatory and acceding States of such notification.

### **Article 11**

(1) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Government that the Convention shall extend to any of the territories for whose international relations it is responsible. The Convention shall six months after the date of the receipt of such notification by the Belgian Government extend to the territories named therein, but not before the date of the coming into force of the Convention in respect of such High Contracting Party.

(2) Any High Contracting Party which has made a declaration under paragraph (1) of this Article extending the Convention to any territory for whose international relations it is responsible may at any time thereafter declare by notification given to the Belgian Government that the Convention shall cease to extend to such territory. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government.

(3) The Belgian Government shall inform through diplomatic channels all signatory and acceding States of any notification received by it under this article.

### **Article 12**

Any High Contracting Party may three years after the coming into force of this Convention in respect of such High Contracting Par-

tuer sur toutes les propositions tendant à la révision de la présente Convention.

Toute Haute Partie Contractante qui désirerait faire usage de cette faculté en avisera le Gouvernement belge qui se chargera de convoquer la Conférence dans les six mois.

En foi de quoi les Plénipotentiaires, dûment autorisés, ont signé la présente Convention.

Fait à Bruxelles, le 10 octobre 1957, en langues française et anglaise, les deux textes faisant également foi, en un seul exemplaire, qui restera déposé dans les archives du Gouvernement belge qui en délivrera des copies certifiées conformes.

ty or at any time thereafter request that a Conference be convened in order to consider amendments to this Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which shall convene the Conference within six months thereafter.

In witness whereof the Plenipotentiaries, duly authorized, have signed this Convention.

Done at Brussels, this tenth day of October 1957, in the French and English languages, the two texts being equally authentic, in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies.

CONVENTION INTERNATIONALE POUR L'UNIFICATION  
DE CERTAINES REGLES EN MATIERE DE  
TRANSPORT DE PASSAGERS PAR MER

*Signé à Bruxelles le 20 mai 1961*

Les Hautes Parties Contractantes,

*Ayant reconnu l'utilité de fixer d'un commun accord certaines règles uniformes concernant le transport par mer de passagers,*

*Ont décidé de conclure une Convention à cet effet, et, en conséquence, sont convenues de ce qui suit :*

Article 1

Dans la présente Convention les termes suivants sont employés dans le sens indiqué ci-dessous :

- a) « *transporteur* » comprend l'une quelconque des personnes suivantes, partie à un contrat de transport : le propriétaire du navire ou l'affréteur ou l'armateur;
- b) « *contrat de transport* » signifie un contrat conclu par un transporteur ou pour son compte, pour le transport de passagers, à l'exception d'un contrat d'affrètement;
- c) « *passager* » signifie uniquement une personne transportée sur un navire en vertu d'un contrat de transport;
- d) « *navire* » signifie uniquement un bâtiment de mer;
- e) « *transport* » comprend la période pendant laquelle le passager est à bord du navire, ainsi que les opérations d'embarquement et de débarquement de ce passager, mais ne comprend pas la période pendant laquelle le passager se trouve dans une gare maritime, ou sur un quai ou autre installation portuaire. En outre, le transport comprend le transport par eau, du quai au navire ou vice-versa, si le prix de ce transport est compris dans celui du billet, ou si le bâtiment utilisé pour ce transport accessoire a été mis à la disposition du passager par le transporteur;

- f) « *transport international* » signifie tout transport dont, selon le contrat de transport, le lieu de départ et le lieu de destination sont

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO  
THE CARRIAGE OF PASSENGERS BY SEA

*Signed at Brussels on the 20th May 1961*

The High Contracting Parties,

*Having recognised* the desirability of determining by agreement certain uniform rules relating to the carriage of passengers by sea.

*Have resolved* to conclude a Convention for this purpose, and to this have agreed as follows :

Article 1

In this Convention, the following terms shall have the meanings hereby assigned to them :

- a) « carrier » includes any of the following persons who enters into a contract of carriage : the shipowner, the charterer or the operator of the ship;
- b) « contract of carriage » means a contract made by or on behalf of a carrier to carry passengers, but does not include a charter party;
- c) « passenger » means only a person carried in a ship under a contract of carriage;
- d) « ship » means only seagoing ship;
- e) « carriage » covers the period while a passenger is on board the ship, and in the course of embarking or disembarking; but does not include any period while the passenger is in a marine station or on a quay or other port installation. In addition, « carriage » includes transport by water from land to ship or vice-versa, if the cost is included in the fare, or if the vessel used for this auxiliary transport has been put at the disposal of the passenger by the carrier;
- f) « international carriage » means any carriage in which according to the contract of carriage the place of departure and the place of

situés soit dans un seul Etat, s'il y a un port d'escale intermédiaire dans un autre Etat, soit dans deux Etats différents;

g) « Etat Contractant » signifie un Etat dont la ratification ou l'adhésion à la Convention a pris effet et dont la dénonciation n'a pas pris effet.

## Article 2

Les dispositions de la présente Convention s'appliquent à tous les transports internationaux soit effectués par un navire battant le pavillon d'un Etat Contractant, soit lorsque, d'après le contrat de transport, le lieu de départ ou le lieu de destination se trouve dans un Etat Contractant.

## Article 3

(1) Lorsqu'un transporteur est propriétaire du navire, il exercera une diligence raisonnable et répondra de ce que ses préposés, agissant dans l'exercice de leurs fonctions, exercent une diligence raisonnable pour mettre et conserver le navire en état de navigabilité et convenablement armé, équipé et approvisionné au début du transport et à tout moment durant le transport, et pour assurer la sécurité des passagers à tous autres égards.

(2) Lorsque le transporteur n'est pas propriétaire du navire, il répondra de ce que le propriétaire du navire ou l'armateur, selon le cas, et leurs préposés, agissant dans l'exercice de leurs fonctions, exercent une diligence raisonnable aux fins énumérées au paragraphe (1) du présent article.

## Article 4

(1) Le transporteur sera responsable du préjudice résultant du décès ou de lésions corporelles d'un passager, si le fait générateur du préjudice ainsi subi a lieu au cours du transport et est imputable à la faute ou négligence du transport, ou de ses préposés agissant dans l'exercice de leurs fonctions.

(2) La faute ou la négligence du transporteur ou de ses préposés sera présumée, sauf preuve contraire, si la mort ou les lésions corporelles ont été causées par un naufrage, abordage, échouement, explosion ou incendie ou sont en relation avec l'un de ces événements.

destination are situated either in a single State if there is an intermediate port of call in another State, or in two different States;

g) « Contracting State » means a State whose ratification or adherence to this Convention has become effective and whose denunciation thereof has not become effective.

## Article 2

This Convention shall apply to any international carriage if either the ship flies the flag of a Contracting State or if, according to the contract of carriage, either the place of departure or the place of destination is in a Contracting State.

## Article 3

(1) Where a carrier is the owner of the carrying ship he shall exercise due diligence, and shall ensure that his servants and agents, acting within the scope of their employment, exercise due diligence to make and keep the ship seaworthy and properly manned equipped and supplied at the beginning of the carriage, and at all times during the carriage and in all other respects to secure the safety of the passengers.

(2) Where a carrier is not the owner of the carrying ship, he shall ensure that the shipowner or operator, as the case may be, and their servants and agents acting within the scope of their employment exercise due diligence in the respects set out in paragraph (1) of this Article.

## Article 4

(1) The carrier shall be liable for damage suffered as a result of the death of, or personal injury to a passenger if the incident which causes the damage so suffered occurs in the course of carriage and is due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.

(2) The fault or neglect of the carrier, his servants and agents be presumed, unless the contrary is proved if the death or personal injury arises from or in connection with shipwreck, collision, stranding, explosion or fire.

(3) Sauf dans le cas prévu au paragraphe (2) du présent article, la preuve de la faute ou de la négligence du transporteur ou de ses préposés incombe au demandeur.

### Article 5

Si le transporteur établit que la faute ou la négligence du passager a causé sa mort ou ses lésions corporelles, ou y a contribué, le tribunal peut, conformément aux dispositions de sa propre loi, écarter ou atténuer la responsabilité du transporteur.

### Article 6

(1) La responsabilité du transporteur, en cas de mort d'un passager ou de lésions corporelles, est limitée, dans tous les cas, à un montant de 250.000 francs, unité consistant en 65,5 milligrammes d'or au titre de 900 millièmes de fin. La somme allouée peut être convertie dans chaque monnaie nationale en chiffres ronds. La conversion de ces sommes en monnaies nationales autres que la monnaie-or, s'effectuera, en cas d'instance judiciaire, suivant la valeur-or de ces monnaies à la date du paiement.

(2) Dans le cas où, d'après la loi du tribunal saisi, l'indemnité peut être fixée sous forme de rente, le capital de la rente ne peut dépasser cette limite.

(3) Toutefois, la législation nationale de chacune des Hautes Parties Contractantes pourra fixer, en ce qui concerne les transporteurs qui sont ses ressortissants, une limite de responsabilité *per capita* plus élevée.

(4) De même, par un contrat spécial avec le transporteur, le passager pourra fixer une limite de responsabilité *per capita* plus élevée.

(5) Les frais de justice alloués et taxés par un tribunal dans les instances en dommages-intérêts, ne seront pas inclus dans les limites de responsabilité prévues ci-dessus au présent article.

(6) Les limitations de responsabilité prévues par le présent article s'appliquent à l'ensemble des actions nées d'un même événement et intentées par un passager ou en son nom ou par ses ayants-droit ou les personnes à sa charge.

(3) Except as provided in paragraph (2) of this Article the burden of proving the fault or neglect of the carrier his servants or agents shall be on the claimant.

## Article 5

If the carrier proves that the death of, or personal injury to the passenger was caused or contributed to by the fault or neglect of the passenger, the Court may exonerate the carrier wholly or partly from his liability in accordance with the provisions of its own law.

## Article 6

(1) The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 250.000 francs, each franc consisting of 65,5 milligrams of gold of millesimal fineness 900. The sum awarded may be converted into national currencies in round figures. Conversion of this sum into national currencies other than gold shall be made according to the gold value of such currencies at the date of payment.

(2) Where in accordance with the law of the Court seized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of these payments shall not exceed the said limit.

(3) Nevertheless the national legislation of any High Contracting Party may fix as far as the carriers who are subjects of such State are concerned a higher *per capita* limit of liability.

(4) The carrier and the passenger may also agree by special contract to a higher *per capita* limit of liability.

(5) Any legal costs awarded and taxes by a Court in an action for damages shall not be included in the limits of liability prescribed in this Article.

(6) The limits of liability prescribed in this Article shall apply to the aggregate of the claims put forward by or on behalf of any one passenger, his personal representatives, heirs or dependants on any distinct occasion.

## Article 7

Le transporteur sera déchu du bénéfice de la limitation de responsabilité prévue par l'article 6, s'il est prouvé que le dommage résulte d'un acte ou d'une omission du transporteur faits, soit avec l'intention de provoquer un dommage, soit témérairement et avec conscience qu'un dommage en résulterait probablement.

## Article 8

Les dispositions de la présente Convention ne modifient en rien les droits et obligations du transporteur, tels qu'ils résultent des dispositions des conventions internationales sur la limitation de la responsabilité des propriétaires de navires de mer ou de toute loi interne régissant cette limitation.

## Article 9

Toute stipulation contractuelle, conclue avant le fait génératriceur du dommage, tendant à exonérer le transporteur de sa responsabilité envers le passager ou ses ayants-droit ou à établir une limite inférieure à celle fixée dans la présente Convention, ou à renverser le fardeau de la preuve qui incombe au transporteur, ou qui prévoirait que les litiges doivent être soumis à l'arbitrage ou à un tribunal déterminé, est nulle et non avenue; mais la nullité de ces stipulations n'entraîne pas la nullité du contrat de transport, lequel demeure soumis aux dispositions de la présente Convention.

## Article 10

(1) Toute action en responsabilité, à quelque titre que ce soit, ne peut être exercée que dans les conditions et limites prévues par la présente Convention.

(2) En cas de lésions corporelles, subies par le passager, l'action en responsabilité ne peut être intentée que par le passager lui-même ou pour son compte.

(3) En cas de mort du passager, l'action en paiement de dommages et intérêts ne peut être intentée que par les ayants-droit de la personne décédée ou par les personnes à sa charge et seulement si ces ayants-droit ou ces personnes ont le droit d'intenter l'action suivant la loi du tribunal saisi.

## Article 7

The carrier shall not be entitled to the benefit of the limitation of liability provided for in Article 6, if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

## Article 8

The provisions of this Convention shall not modify the rights or duties of the carrier, provided for in international Conventions relating to the limitation of liability of owners of sea going ships or in any national law relating to such limitation.

## Article 9

Any contractual provision concluded before the occurrence which caused the damage, purporting to relieve the carrier of his liability towards the passenger or his personal representatives, heirs or dependants or to prescribe a lower limit than that fixed in this Convention, as well as any such provision purporting to shift the burden of proof which rests on the carrier, or to require disputes to be submitted to any particular jurisdiction or to arbitration, shall be null and void, but the nullity of that provision shall not render void the contract which shall remain subject to the provisions of this Convention.

## Article 10

(1) Any claim for damages, however founded, may only be made subject to the conditions and the limits set out in this Convention.

(2) Any claim for damages for personal injury suffered by a passenger may only be made by or on behalf of the passenger.

(3) In case of the death of the passenger a claim for damages may be made only by the personal representatives, heirs or dependants of the deceased, and only if such persons are permitted to bring an action in accordance with the law of the Court seized of the case.

## Article 11

(1) En cas de lésions corporelles du passager, celui-ci doit adresser des protestations écrites au transporteur au plus tard quinze jours après la date du débarquement. Faute de se conformer à cette prescription, le passager sera présumé, sauf preuve contraire, avoir été débarqué sain et sauf.

(2) Les actions en réparation du préjudice résultant de la mort d'un passager ou de lésions corporelles, se prescrivent par deux ans.

(3) En cas de lésions corporelles, ce délai de prescription court à compter du jour du débarquement.

(4) En cas de décès survenu en cours de transport, le délai de prescription court à partir de la date à laquelle le passager aurait dû être débarqué.

(5) En cas de lésions corporelles se produisant au cours du transport et entraînant le décès postérieurement au débarquement, le délai court à partir de la date du décès, sans qu'il puisse dépasser trois ans à compter du jour du débarquement.

(6) La loi du tribunal saisi régira les causes de suspension et d'interruption des délais de prescription prévus au présent article; mais, en aucun cas, une instance régie par la présente Convention ne pourra être introduite après l'expiration d'un délai de trois ans à compter du jour du débarquement.

## Article 12

(1) Si une action est intentée contre le préposé du transporteur en raison de dommages visés par la présente Convention, ce préposé, s'il prouve qu'il a agi dans l'exercice de ses fonctions, pourra se prévaloir des exonérations et des limites de responsabilité que peut invoquer le transporteur en vertu de la présente Convention.

(2) Le montant total de la réparation qui, dans ce cas, peut être obtenu du transporteur et de ses préposés, ne pourra dépasser les dites limites.

(3) Toutefois, le préposé ne pourra se prévaloir des dispositions des paragraphes (1) et (2) du présent article, s'il est prouvé que le

## Article 11

(1) In case of personal injury suffered by a passenger, he shall give written notice of such injury to the carrier within fifteen days of the date of disembarkation. If he fails to comply with this requirement, the passenger shall be presumed, in the absence of proof to the contrary, to have disembarked safe and sound.

(2) Actions for damages arising out of the death or personal injury of a passenger shall be time barred after a period of two years.

(3) In case of personal injury, the limitation period shall be calculated from the date of the disembarkation of the passenger.

(4) In the event of death occurring during carriage the limitation period shall be calculated from the date on which the passenger should have disembarked.

(5) In the event of personal injury which occurs in the course of carriage and results in death after disembarkation the limitation period shall be calculated from the date of death, provided that this period shall not exceed three years from the date of disembarkation.

(6) The law of the Court seized of the case shall govern rights of suspension and interruption of the limitation periods in this Article; but in no case shall an action under this Convention be brought after the expiration of a period of three years from the date of disembarkation.

## Article 12

(1) If an action is brought against a servant or agent of a carrier arising out of damages to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits of liability which the carrier himself is entitled to invoke under this Convention.

(2) The aggregate of the amounts recoverable from the carrier, his servants and agents, in that case, shall not exceed the said limits.

(3) Nevertheless, a servant or agent of the carrier shall not be entitled to avail himself of the provisions of paragraphs (1) and (2)

dommage résulte d'un acte ou d'une omission de ce préposé fait, soit avec l'intention de provoquer un dommage, soit témérairement et avec conscience qu'un dommage en résulterait probablement.

### Article 13

La Convention s'applique aux transports à titre commercial effectués par l'Etat ou les autres personnes morales de droit public dans les conditions prévues à l'article 1<sup>er</sup>.

### Article 14

La présente Convention ne porte pas atteinte aux dispositions des conventions internationales ou des lois nationales régissant la responsabilité pour dommages nucléaires.

### Article 15

La présente Convention sera ouverte à la signature des Etats représentés à la onzième session de la Conférence diplomatique de Droit Maritime.

### Article 16

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Gouvernement belge.

### Article 17

(1) La présente Convention entrera en vigueur entre les deux premiers Etats qui l'auront ratifiée, trois mois après la date du dépôt de son instrument de ratification.

(2) Pour chaque Etat signataire ratifiant la Convention après le deuxième dépôt, elle entrera en vigueur trois mois après la date du dépôt de son instrument de ratification.

### Article 18

Tout Etat non représenté à la onzième session de la Conférence diplomatique de Droit Maritime pourra adhérer à la présente Convention.

Les instruments d'adhésion seront déposés auprès du Gouvernement belge.

of this Article if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

### Article 13

This Convention shall be applied to commercial carriage within the meaning of Article 1 undertaken by States or Public Authorities.

### Article 14

This Convention shall not affect the provisions of any international Convention or national law which governs liability for nuclear damage.

### Article 15

This Convention shall be open for signature by the States represented at the eleventh session of the Diplomatic Conference on Maritime Law.

### Article 16

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Government.

### Article 17

(1) This Convention shall come into force between the two States which first ratify it, three months after the date of the deposit of the second instrument of ratification.

(2) This Convention shall come into force in respect of each signatory State which ratifies it after the deposit of the second instrument of ratification, three months after the date of the deposit of the instrument of ratification of that State.

### Article 18

Any State not represented at the eleventh session of the Diplomatic Conference on Maritime Law may accede to this Convention.

The instruments of accession shall be deposited with the Belgian Government.

La Convention entrera en vigueur pour l'Etat adhérent trois mois après la date du dépôt de son instrument d'adhésion, mais pas avant la date d'entrée en vigueur de la Convention telle qu'elle est fixée par l'article 17, paragraphe (1).

### Article 19

Chacune des Hautes Parties Contractantes aura le droit de dénoncer la présente Convention à tout moment après son entrée en vigueur à son égard. Toutefois, cette dénonciation ne prendra effet qu'un an après la date de réception de la notification de dénonciation par le Gouvernement belge.

### Article 20

(1) Toute Haute Partie Contractante peut, au moment de la ratification, de l'adhésion, ou à tout autre moment ultérieur, notifier par écrit au Gouvernement belge que la présente Convention s'applique à tels pays qui n'ont pas encore accédé à la souveraineté et dont elle assure les relations internationales.

La Convention sera applicable auxdits pays trois mois après la date de réception de cette notification par le Gouvernement belge.

L'Organisation des Nations Unies peut se prévaloir de cette disposition lorsqu'elle est responsable de l'administration d'un pays ou lorsqu'elle en assure les relations internationales.

(2) L'Organisation des Nations Unies ou toute Haute Partie Contractante qui a souscrit une déclaration au titre du paragraphe (1) du présent article, pourra à tout moment aviser le Gouvernement belge que la Convention cesse de s'appliquer aux pays en question.

Cette dénonciation prendra effet un an après la date de réception par le Gouvernement belge de la notification de dénonciation.

### Article 21

Le Gouvernement belge notifiera aux Etats représentés à la onzième session de la Conférence diplomatique de Droit Maritime ainsi qu'aux Etats qui adhèrent à la présente Convention :

(1) Les signatures, ratifications et adhésions reçues en application des articles 15, 16 et 18.

The Convention shall come into force in respect of the acceding State three months after the date of the deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article 17, paragraph (1).

### Article 19

Each High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. Nevertheless, this denunciation shall only take effect one year after the date on which notification thereof has been received by the Belgian Government.

### Article 20

(1) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Government that the Convention shall extend to any of the countries which have not yet obtained sovereign rights and for whose international relations it is responsible.

The Convention shall three months after the date of the receipt of such notification by the Belgian Government, extend to the countries named therein.

The United Nations Organization may apply the provision of this Article in cases where they are the administering authority for a country or where they are responsible for the international relations of a country.

(2) The United Nations Organization or any High Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter declare by notification given to the Belgian Government that the Convention shall cease to extend to such country.

This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government.

### Article 21

The Belgian Government shall notify the States represented at the eleventh session of the Diplomatic Conference on Maritime Law, and the acceding States to this Convention, of the following :

- (1) The signatures, ratifications and accessions received in accordance with Articles 15, 16 and 18.

- (2) La date à laquelle la présente Convention entrera en vigueur, en application de l'article 17.
- (3) Les notifications au sujet de l'application territoriale de la Convention en exécution de l'article 20.
- (4) Les dénonciations reçues en application de l'article 19.

## Article 22

Toute Haute Partie Contractante pourra à l'expiration du délai de trois ans qui suivra l'entrée en vigueur à son égard de la présente Convention, demander la réunion d'un Conférence chargée de statuer sur toutes les propositions tendant à la révision de la présente Convention.

Toute Haute Partie Contractante qui désirerait faire usage de cette faculté avisera le Gouvernement belge qui, pourvu qu'un tiers des Hautes Parties Contractantes soit d'accord se chargera de convoquer la Conférence dans les six mois.

EN FOI DE QUOI les Plénipotentiaires soussignés dont les pouvoirs ont été reconnus en bonne et due forme ont signé la présente Convention.

FAIT à Bruxelles le 29 avril 1961 en langues française et anglaise, les deux textes faisant également foi, en un seul exemplaire, qui restera déposé dans les archives du Gouvernement belge lequel en délivrera des copies certifiées conformes.

## PROTOCOLE

Toute Haute Partie Contractante pourra, lors de la signature, de la ratification ou de l'adhésion à la présente Convention, formuler 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 forme appropriée à cette législation.

- (2) The date on which the present Convention will come into force in accordance with Article 17.
- (3) The notifications with regard the territorial application of the Convention in accordance with Article 20.
- (4) The denunciations received in accordance with Article 19.

### Article 22

Any High Contracting Party may three years after the coming into force of this Convention, in respect of such High Contracting Party or at any time thereafter request that a Conference be convened in order to consider amendments to this Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which, provided that one third of the High Contracting Parties are in agreement, shall convene the Conference within six months thereafter.

IN WITNESS WHEREOF the undersigned Plenipotentiaires, whose credentials have been duly accepted, have signed this Convention.

DONE at Brussels, this 29th day of April, 1961, in the French and English languages, the two texts being equally authentic, in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies.

### PROTOCOL

Any High Contracting Party may at the time of signing, ratifying or acceding to this Convention make the following reservations :

- (1) not to give effect to the Convention in relation to carriage which according to its national law is not considered to be international carriage;
- (2) not to give effect to the Convention when the passenger and the carrier are both subjects of the said Contracting Party;
- (3) to give effect to this Convention either by giving it the force of law or by including the provisions of this Convention in its national legislation in a form appropriate to that legislation.

CONVENTION INTERNATIONALE  
RELATIVE A LA RESPONSABILITE DES EXPLOITANTS DE  
NAVIRES NUCLEAIRES

*Texte adopté à l'issue de la Conférence diplomatique  
de droit maritime, Bruxelles, 25 mai 1962*

*Les Parties Contractantes,*

*Ayant reconnu l'utilité de fixer d'un commun accord certaines règles uniformes relatives à la responsabilité des exploitants de navires nucléaires.*

*Ont décidé de conclure une Convention à cet effet, et, en conséquence, sont convenues de ce qui suit :*

**Article premier**

**Au sens de la présente Convention,**

1. « Navire nucléaire » signifie tout navire pourvu d'une source d'énergie nucléaire.

2. « Etat dont émane la licence » signifie « l'Etat contractant qui exploite un navire nucléaire ou qui en autorise l'exploitation sous son pavillon.

3. « Personne » signifie toute personne physique ou toute personne morale de droit public ou de droit privé, y compris un Etat et ses subdivisions politiques, ainsi que toute entité publique ou privée n'ayant pas la personnalité juridique.

4. « Exploitant » signifie la personne autorisée par l'Etat dont émane la licence à exploiter un navire nucléaire, ou l'Etat contractant qui exploite un navire nucléaire.

5. « Combustible nucléaire » signifie toute matière permettant de produire de l'énergie par une réaction en chaîne de fission nucléaire et qui est utilisée ou destinée à l'être dans un navire nucléaire.

6. « Produit ou déchet radioactif » signifie toute matière, y compris le combustible nucléaire, rendue active par l'irradiation par les neutrons, du fait de l'utilisation de combustibles nucléaires à bord d'un navire nucléaire.

7. « Dommage nucléaire » signifie tout décès, dommage aux personnes, perte de biens ou dommage aux biens qui provient ou résulte des propriétés radioactives ou d'une combinaison de ces propriétés et des propriétés toxiques, explosives ou autres propriétés dangereuses

INTERNATIONAL CONVENTION  
ON THE LIABILITY OF OPERATORS OF  
  
NUCLEAR SHIPS

*Adopted at the close of the eleventh session of the Diplomatic Conference on Maritime Law, Brussels, 25 May, 1962.*

*The Contracting Parties,*

*Having recognized the desirability of determining by agreement certain uniform rules concerning the liability of operators of nuclear ships,*

*Have decided to conclude a Convention for this purpose, and thereto agreed as follows :*

**Article I**

For the purposes of this Convention :

1. « Nuclear ship » means any ship equipped with a nuclear power plant.

2. « Licensing State » means the Contracting State which operates or which has authorized the operation of a nuclear ship under its flag.

3. « Person » means any individual or partnership, or any public or private body whether corporate or not, including a State or any of its constituent subdivisions.

4. « Operator » means the person authorized by the licensing State to operate a nuclear ship, or where a Contracting State operates a nuclear ship, that State.

5. « Nuclear fuel » means any material which is capable of producing energy by a self-sustaining process of nuclear fission and which is used or intended for use in a nuclear ship.

6. « Radioactive products or waste » means any material, including nuclear fuel, made radioactive by neutron irradiation incidental to the utilization of nuclear fuel in a nuclear ship.

7. « Nuclear damage » means loss of life or personal injury and loss or damage to property which arises out of or results from the radioactive properties or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or of radioactive products or waste; any other loss, damage or expense so

du combustible nucléaire ou de produits ou déchets radioactifs; toute autre perte, dommage ou dépense qui en provient ou qui en résulte n'est couvert que dans le cas et dans la mesure où le droit interne applicable le prévoit.

8. « Accident nucléaire » signifie tout fait ou toute succession de faits de même origine qui cause un dommage nucléaire.

9. « Source d'énergie » signifie toute installation de production d'énergie qui est destinée à utiliser un réacteur nucléaire comme source d'énergie, que ce soit pour la propulsion du navire ou à toute autre fin.

10. « Réacteur nucléaire » signifie toute installation contenant du combustible nucléaire disposé de telle sorte qu'une réaction en chaîne de fission nucléaire puisse s'y produire sans l'apport d'une source de neutrons.

11. « Navire de guerre » signifie un navire appartenant à la marine de guerre d'un Etat et portant les signes extérieurs distinctifs des navires de guerre de sa nationalité. Le commandant doit être au service de l'Etat, son nom doit figurer sur la liste des officiers de la flotte militaire et l'équipage doit être soumis aux règles de la discipline militaire.

12. « Droit interne applicable » signifie le droit du tribunal qui a la compétence juridictionnelle en vertu de la présente Convention, y compris les règles relatives aux conflits de lois.

## Article II

1. L'exploitant d'un navire nucléaire est objectivement responsable de tout dommage nucléaire dont il est prouvé qu'il a été causé par un accident nucléaire dans lequel sont impliqués le combustible nucléaire ou les produits ou déchets radioactifs de ce navire.

2. Aucune personne autre que l'exploitant n'est responsable d'un tel dommage nucléaire, à moins que la présente Convention n'en dispose autrement.

3. Le dommage nucléaire subi par le navire nucléaire lui-même, ses agrès et apparaux, son combustible et ses provisions, n'est pas couvert par la responsabilité de l'exploitant déterminé dans la présente Convention.

4. La responsabilité de l'exploitant ne s'étend pas aux accidents nucléaires survenus avant la prise en charge du combustible nucléaire par l'exploitant ni après la prise en charge du combustible ou des produits ou déchets radioactifs par une autre personne légalement autorisée et responsable de tout dommage nucléaire qui pourrait être causé par ces matières.

5. Si l'exploitant prouve que le dommage nucléaire résulte, en totalité ou en partie, du fait que la personne physique qui l'a subi

arising or resulting shall be included only if and to the extent that the applicable national law so provides.

8. « Nuclear incident » means any occurrence or series of occurrences having the same origin which causes nuclear damage.

9. « Nuclear power plant » means any power plant in which a nuclear reactor is, or is to be used as, the source of power, whether for propulsion of the ship or for any other purpose.

10. « Nuclear reactor » means any installation containing nuclear fuel in such an arrangement that a self-sustained chain process of nuclear fission can occur therein without an additional source of neutrons.

11. « Warship » means any ship belonging to the naval forces of a State and bearing the external marks distinguishing warships of its nationality, under the command of an officer duly commissioned by the Government of such State and whose name appears in the Navy List, and manned by a crew who are under regular naval discipline.

12. « Applicable national law » means the national law of the court having jurisdiction under the Convention including any rules of such national law relating to conflict of laws.

## Article II

1. The operator of a nuclear ship shall be absolutely liable for any nuclear damage upon proof that such damage has been caused by a nuclear incident involving the nuclear fuel of, or radioactive products or waste produced in, such ship.

2. Except as otherwise provided in this Convention no person other than the operator shall be liable for such nuclear damage.

3. Nuclear damage suffered by the nuclear ship itself, its equipment, fuel or stores shall not be covered by the operator's liability as defined in this Convention.

4. The operator shall not be liable with respect to nuclear incidents occurring before the nuclear fuel has been taken in charge by him or after the nuclear fuel or radioactive products or waste have been taken in charge by another person duly authorized by law and liable for any nuclear damage that may be caused by them.

5. If the operator proves that the nuclear damage resulted wholly or partially from an act or omission done with intent to cause damage

a agi ou omis d'agir dans l'intention de causer un dommage, les tribunaux compétents peuvent exonérer l'exploitant de tout ou partie de sa responsabilité envers ladite personne.

6. Nonobstant les dispositions du paragraphe 1, l'exploitant a un droit de recours :

- a) Si l'accident nucléaire a été provoqué par un fait personnel et volontaire dans l'intention de causer un dommage; dans ce cas le recours est exercé contre la personne physique qui a agi ou qui a omis d'agir dans une telle intention;
- b) Si l'accident nucléaire est la conséquence de travaux de relèvement de l'épave, contre la personne ou les personnes qui ont entrepris ces travaux sans l'autorisation de l'exploitant ou de l'Etat dont émane la licence du navire coulé, ou de l'Etat dans les eaux duquel l'épave se trouve;
- c) Si un recours a été expressément prévu par contrat.

### Article III

1. Le montant de la responsabilité de l'exploitant en ce qui concerne un même navire nucléaire est limité à 1,5 milliard de francs pour un même accident nucléaire, même si celui-ci a eu lieu par une faute personnelle quelconque de l'exploitant; ce montant ne comprend ni les intérêts ni les dépens alloués par un tribunal dans une action en répartition intentée en vertu de la présente Convention.

2. L'exploitant est tenu de maintenir une assurance ou toute autre garantie financière couvrant sa responsabilité pour dommage nucléaire. Le montant, la nature et les conditions de l'assurance ou de la garantie sont déterminés par l'Etat dont émane la licence. L'Etat dont émane la licence assure le paiement des indemnités pour dommage nucléaire reconnues comme étant à la charge de l'exploitant, en fournissant les sommes nécessaires, à concurrence du montant fixé au paragraphe 1 ci-dessus, dans la mesure où l'assurance ou autres garanties financières ne seraient pas suffisantes.

3. Toutefois, rien dans le paragraphe 2 ci-dessus n'oblige un Etat contractant ni aucune de ses subdivisions politiques, telles qu'un Etat, république ou canton, à maintenir une assurance ou toute autre garantie financière couvrant sa responsabilité comme exploitant de navires nucléaires.

4. Le franc mentionné au paragraphe 1 du présent article est une unité de compte constituée par 65,5 milligrammes d'or au titre de 900 millièmes d'or fin. La somme allouée peut être convertie dans chaque monnaie nationale en chiffres ronds. La conversion en monnaies nationales autres que la monnaie or s'effectuera suivant la valeur or de ces monnaies à la date du paiement.

by the individual who suffered the damage, the competent courts may exonerate the operator wholly or partially from his liability to such individual.

6. Notwithstanding the provisions of paragraph 1 of this Article, the operator shall have a right of recourse :

- (a) If the nuclear incident results from a personal act or omission done with intent to cause damage, in which event recourse shall lie against the individual who has acted, or omitted to act, with such intent;
- (b) If the nuclear incident occurred as a consequence of any wreck-raising operation, against the person or persons who carried out such operation without the authority of the operator or of the State having licensed the sunken ship or of the State in whose waters the wreck is situated;
- (c) If recourse is expressly provided for by contract.

### Article III

1. The liability of the operator as regards one nuclear ship shall be limited to 1500 million francs in respect of any one nuclear incident, notwithstanding that the nuclear incident may have resulted from any fault of privity of that operator; such limit shall include neither any interest nor costs awarded by a court in actions for compensation under this Convention.

2. The operator shall be required to maintain insurance, or other financial security covering his liability for nuclear damage, in such amount, of such type and in such terms as the licensing State shall specify. The licensing State shall ensure the payment of claims for compensation for nuclear damage established against the operator by providing the necessary funds up to the limit laid down in paragraph 1 of this Article to the extent that the yield of the insurance or the financial security is inadequate to satisfy such claims.

3. However, nothing in paragraph 2 of this Article shall require any Contracting State or any of its constituent subdivisions, such as States, Republics or Cantons, to maintain insurance or other financial security to cover their liability as operators of nuclear ships.

4. The franc mentioned in paragraph 1 of this Article is a unit of account constituted by sixty-five and one half milligrams of gold of millesimal fineness nine hundred. The amount awarded may be converted into each national currency in round figures. Conversion into national currencies other than gold shall be effected on the basis of their gold at the date of payment.

## **Article IV**

Lorsqu'un dommage nucléaire et un dommage non nucléaire sont causés par un accident nucléaire ou conjointement par un accident nucléaire et un ou plusieurs autres événements, sans qu'il soit possible de déterminer avec certitude le dommage nucléaire et le dommage non nucléaire, la totalité du dommage est considérée, aux fins de la présente Convention, comme un dommage nucléaire causé par l'accident nucléaire. Toutefois, lorsqu'un dommage est causé conjointement par un accident nucléaire visé par la présente Convention et par une émission de rayonnements ionisants ou par une émission de rayonnements ionisants en combinaison avec les propriétés toxiques, explosives et autres propriétés dangereuses de la source de rayonnements non visée par elle, aucune disposition de la présente Convention ne limite ni n'affecte autrement la responsabilité, envers les victimes ou par voie de recours ou de contribution, de toute personne qui pourrait être tenue responsable du fait de l'émission de rayonnements ionisants ou des propriétés toxiques, explosives et autres propriétés dangereuses de la source de rayonnements non visée par la présente Convention.

## **Article V**

1. Le droit à réparation en vertu de la présente Convention est éteint si une action n'est pas intentée dans les dix ans à compter de la date de l'accident nucléaire. Toutefois, si, conformément au droit de l'Etat dont émane la licence, la responsabilité de l'exploitant est couverte par une assurance ou toute autre garantie financière ou grâce à une indemnisation de l'Etat pendant une période supérieure à dix ans, le droit interne applicable peut prévoir que le droit à réparation contre l'exploitant n'est éteint qu'à l'expiration d'une période pendant laquelle la responsabilité de l'exploitant est ainsi couverte conformément au droit de l'Etat dont émane la licence. Toutefois, cette prolongation du délai d'extinction ne porte atteinte en aucun cas au droit à réparation en vertu de la présente Convention des personnes ayant intenté contre l'exploitant une action du chef de décès ou dommage aux personnes avant l'expiration dudit délai de dix ans.

2. Lorsqu'un dommage nucléaire est causé par du combustible nucléaire ou des produits ou déchets radioactifs qui ont été volés, perdus, jetés à la mer ou abandonnés, le délai visé au paragraphe 1 du présent article est calculé à partir de la date de l'accident nucléaire qui a causé le dommage nucléaire, mais ce délai ne peut en aucun cas être supérieur à 20 années à compter de la date du vol, de la perte, du jet à la mer ou de l'abandon.

3. Le droit interne applicable peut fixer un délai d'extinction ou de prescription qui ne sera pas inférieur à trois ans à compter de la

## **Article IV**

Whenever both nuclear damage and damage other than nuclear damage have been caused by a nuclear incident or jointly by a nuclear incident and one more other occurrences and the nuclear damage and such other damage are not reasonably separable, the entire damage shall, for the purposes of this Convention, be deemed to be nuclear damage exclusively caused by the nuclear incident. However, where damage is caused jointly by a nuclear incident covered by this Convention and by an emission of ionizing radiation or by an emission of ionizing radiation in combination with the toxic, explosive or other hazardous properties of the source of radiation not covered by it, nothing in this Convention shall limit or otherwise affect the liability, either as regards the victims or by way of recourse or contribution, of any person who may be held liable in connection with the emission of ionizing radiation or by the toxic explosive or other hazardous properties of the source of radiation not covered by this Convention.

## **Article V**

1. Rights of compensation under this Convention shall be extinguished if an action is not brought within ten years from the date of the nuclear incident. If, however, under the law of the licensing State the liability of the operator is covered by insurance or other financial security or State indemnification for a period longer than ten years, the applicable national law may provide that rights of compensation against the operator shall only be extinguished after a period which may be longer than ten years but shall not be longer than the period for which his liability is so covered under the law of the licensing State. However, such extension of the extinction period shall in no case affect the right of compensation under this Convention of any person who has brought an action for loss of life or personal injury against the operator before the expiry of the aforesaid period of ten years.

2. Where nuclear damage is caused by nuclear fuel, radioactive products or waste which were stolen, lost, jettisoned, or abandoned, the period established under paragraph 1 of this Article shall be computed from the date of the nuclear incident causing the nuclear damage, but the period shall in no case exceed a period of twenty years from the date of the theft, loss, jettison or abandonment.

3. The applicable national law may establish a period of extinction or prescription of not less than three years from the date on which the person who claims to have suffered nuclear damage had knowledge or ought reasonably to have had knowledge of the damage and

date à laquelle la personne qui déclare avoir subi un dommage nucléaire a eu ou aurait dû raisonnablement avoir connaissance de ce dommage et de la personne qui en est responsable, sans que les délais visés aux paragraphes 1 et 2 puissent être dépassés.

4. Toute personne déclarant avoir subi un dommage nucléaire, qui a intenté une action en réparation dans le délai applicable en vertu du présent article, peut modifier sa demande, en raison de l'aggravation de ce dommage, même après l'expiration de ce délai, tant qu'un jugement définitif n'est pas intervenu.

## Article VI

Si les dispositions d'un régime national d'assurance-maladie, d'assurance sociale, de sécurité sociale, d'assurance des accidents de travail ou des maladies professionnelles comporte l'indemnisation des dommages nucléaires, les droits des bénéficiaires au titre de ces régimes et les droits de subrogation ou de recours contre l'exploitant en vertu de ces régimes sont déterminés par le droit de l'Etat contractant qui les a établis. Toutefois, si le droit de cet Etat contractant permet que les actions des bénéficiaires de ces régimes soient intentées et que ces droits de subrogation et de recours soient exercés contre l'exploitant conformément aux dispositions de la présente Convention, il ne peut en résulter que la responsabilité de l'exploitant dépasse le montant fixé au paragraphe 1 de l'article III.

## Article VII

1. Lorsqu'un dommage nucléaire engage la responsabilité de plusieurs exploitants sans qu'il soit possible de déterminer avec certitude quel est le dommage attribuable à chacun d'eux, ces exploitants sont solidairement responsables. Toutefois, la responsabilité de chaque exploitant ne sera en aucun cas supérieure à la limite fixée à l'article III.

2. Dans le cas d'un accident nucléaire, lorsque le dommage nucléaire provient ou résulte du combustible nucléaire ou des produits ou déchets radioactifs de plus d'un navire nucléaire d'un même exploitant, celui-ci est responsable pour chacun des navires à concurrence du montant fixé à l'article III.

3. En cas de responsabilité solidaire et sous réserve du paragraphe 1 ci-dessus :

- a) Chaque exploitant peut demander aux autres une contribution proportionnelle à la gravité des fautes commises respectivement;
- b) Si les circonstances sont telles que la faute ne puisse être répartie, la responsabilité totale est assumée à parts égales.

of the person responsible for the damage, provided that the period established under paragraphs 1 and 2 of this Article shall not be exceeded.

4. Any person who claims to have suffered nuclear damage and who has brought an action for compensation within the period applicable under this Article may amend his claim to take into account any aggravation of the damage, even after the expiry of that period, provided that final judgment has not been entered.

#### Article VI

Where provisions of national health insurance, social insurance, social security, workmen's compensation or occupational disease compensation systems include compensation for nuclear damage, rights of beneficiaries under such systems and rights of subrogation, or of recourse against the operator, by virtue of such systems, shall be determined by the law of the Contracting State having established such systems. However, if the law of such Contracting State allows claims of beneficiaries of such systems and such rights of subrogation and recourse to be brought against the operator in conformity with the terms of this Convention, this shall not result in the liability of the operator exceeding the amount specified in paragraph 1 of Article III.

#### Article VII

1. Where nuclear damage engages the liability of more than one operator and the damage attributable to each operator is not reasonably separable, the operators involved shall be jointly and severally liable for such damage. However, the liability of any one operator shall not exceed the limit laid down in Article III.

2. In the case of a nuclear incident where the nuclear damage arises out of or results from nuclear fuel or radioactive products or waste of more than one nuclear ship of the same operator, that operator shall be liable in respect of each ship up to the limit laid down in Article III.

3. In case of joint and several liability, and subject to the provisions of paragraph 1 of this Article :

- (a) Each operator shall have a right of contribution against the others in proportion to the fault attaching to each of them;
- (b) Where circumstances are such that the degree of fault cannot be apportioned, the total liability shall be borne in equal parts.

## **Article VIII**

L'exploitant n'est pas responsable en vertu de la présente Convention d'un dommage nucléaire causé par un accident nucléaire résultant directement d'un acte de guerre, d'hostilités, d'une guerre civile ou d'une insurrection.

## **Article IX**

Les sommes provenant d'une assurance, de toute autre garantie financière ou des indemnités fournies par l'Etat, conformément au paragraphe 2 de l'article III, sont exclusivement réservées à la réparation due en application de la présente Convention.

## **Article X**

1. Toute action en réparation est intentée, au choix du demandeur, soit devant les tribunaux de l'Etat dont émane la licence, soit devant les tribunaux de l'Etat contractant ou des Etats contractants sur le territoire duquel ou desquels le dommage nucléaire a été subi.

2. Si l'Etat dont émane la licence a été ou peut être appelé à assurer le paiement des indemnités conformément au paragraphe 2 de l'article III de la présente Convention, il a le droit d'intervenir en qualité de partie dans toute procédure engagée contre l'exploitant.

3. Les immunités de poursuites judiciaires instituées par le droit interne ou le droit international ne seront pas invoquées en ce qui concerne les obligations découlant de la présente Convention ou assumées aux fins de son application. Aucune disposition de la présente Convention ne rend les navires de guerre ou autres navires utilisés à des fins non commerciales et qui sont propriété d'un Etat ou exploitées par lui susceptibles d'arraisonnement, d'arrêt ou de saisie, ni ne confère la compétence juridictionnelle aux tribunaux étrangers lorsqu'il s'agit d'un navire de guerre.

## **Article XI**

1. Lorsqu'un tribunal de l'Etat dont émane la licence certifie, à la demande de l'exploitant, d'un plaignant ou de l'Etat dont émane la licence, que le montant des demandes en réparation relatives à un accident nucléaire excèdera vraisemblablement le montant indiqué à l'article III de la présente Convention, l'exploitant ou l'Etat dont émane la licence doit mettre ce montant à la disposition de ce tribunal pour qu'il soit affecté au paiement des indemnités; ce montant est alors considéré comme constituant le fonds de responsabilité limitée pour cet accident.

## **Article VIII**

No liability under this Convention shall attach to an operator in respect to nuclear damage caused by a nuclear incident directly due to an act of war, hostilities, civil war or insurrection.

## **Article IX**

The sums provided by insurance, by other financial security or by State indemnification in conformity with paragraph 2 of this Article III shall be exclusively available for compensation due under this Convention.

## **Article X**

1. Any action for compensation shall be brought, at the option of the claimant, either before the courts of the licensing State or before the courts of the Contracting State or States in whose territory nuclear damage has been sustained.

2. If the licensing State has been or might be called upon to ensure the payment of claims for compensation in accordance with paragraph 2 of Article III of this Convention, it may intervene as party in any proceedings brought against the operator.

3. Any immunity from legal processes pursuant to rules of national or international law shall be waived with respect to duties or obligations arising under, or for the purpose of, this Convention. Nothing in this Convention shall make warships or other State-owned or State-operated ships on non-commercial service liable to arrest, attachment or seizure or confer jurisdiction in respect of warships on the courts of any foreign State.

## **Article XI**

1. When, having regard to the likelihood of any claims arising out of a nuclear incident exceeding the amount specified in Article III of this Convention, a court of the licensing State, at the request of the operator, a claimant or the licensing State, so certifies, the operator or the licensing State shall make that amount available in that court to pay any such claims; that amount shall be regarded as constituting the limitation fund in respect of that incident.

2. Le montant fixé au paragraphe précédent peut être mis à la disposition du tribunal, soit en effectuant le versement, soit en fourniissant une caution ou des garanties suffisantes pour convaincre le tribunal que les fonds seront immédiatement disponibles pour satisfaire toute demande en réparation qui sera reconnue fondée.

3. Après la constitution du fonds conformément aux dispositions du paragraphe 1 ci-dessus, le tribunal de l'Etat dont émane la licence a compétence exclusive pour connaître de toutes les questions touchant la fixation des quotes-parts et la répartition du fonds.

4. a) Tout jugement définitif prononcé par un tribunal ayant la compétence juridictionnelle en vertu de l'article X sera reconnu sur le territoire de tout autre Etat contractant, sauf si :

- i) le jugement a été obtenu frauduleusement,
- ii) l'exploitant n'a pas été mis en mesure de présenter sa défense.

b) Tout jugement définitif qui est reconnu et dont l'exécution est demandée dans la forme requise par la loi de l'Etat contractant où cette exécution est recherchée, sera exécutoire comme s'il s'agissait d'un jugement d'un tribunal de cet Etat contractant.

c) Aucune autre demande en justice ne pourra par la suite être intentée sur le fond de la cause.

5. a) Si un ressortissant d'un Etat contractant, autre que l'exploitant, a réparé un dommage nucléaire en vertu d'une convention internationale ou du droit d'un Etat non contractant, il acquiert par subrogation, à concurrence de la somme versée, les droits dont la personne ainsi indemnisée aurait bénéficié en vertu de la présente Convention. Toutefois, aucune personne ne pourra acquérir un droit quelconque de cette manière dans le cas et dans la mesure où l'exploitant a contre elle un droit de recours ou de contribution en vertu de la présente Convention.

b) Si un fonds de responsabilité limitée a été constitué et que :

- i) avant sa constitution, l'exploitant a payé une indemnité pour un dommage nucléaire,
- ii) après sa constitution, l'exploitant a payé une indemnité pour un dommage nucléaire en vertu d'une convention internationale ou du droit d'un Etat non contractant, l'exploitant aura le droit de recouvrer sur le fonds, à concurrence de la somme qu'il a versée, le montant que la personne ainsi indemnisée aurait obtenu au moment de la répartition du fonds.

c) Si aucun fonds de responsabilité limitée n'a été constitué, aucune disposition de la présente Convention ne saurait empêcher un exploitant qui a payé une indemnité pour un dommage nucléaire au

2. The amount may be made available for the purposes of the preceding paragraph by payment into court or by the provision of security or guarantees sufficient to satisfy the court that the money will be available when required to meet any established claim.

3. After the fund has been constituted in accordance with paragraph 1 of this Article the court of the licensing State shall be exclusively competent to determine all matters relating to the apportionment and distribution of the fund.

4. (a) A final judgment entered by a court having jurisdiction under Article X shall be recognized in the territory of any other Contracting State, except :

(i) where the judgment was obtained by fraud; or

(ii) the operator was not given a fair opportunity to present his case;

(b) A final judgment which is recognized shall, upon being presented for enforcement in accordance with the formalities required by the law of the Contracting State where enforcement is sought, be enforceable as if it were a judgment of a court of that State;

(c) The merits of a claim on which the judgment has been given shall not be subject to further proceedings.

5. (a) If a person who is a national of a Contracting State, other than the operator, has paid compensation for nuclear damage under an International Convention or under the law of a non-Contracting State, such person shall, up to the amount which he has paid, acquire by subrogation the rights which the person so compensated would have enjoyed under this Convention. However, no rights shall be so acquired by any person if and to the extent that the operator has a right of recourse or contribution against such person under this Convention;

(b) If a limitation fund has been set up and

(i) the operator has paid, prior to its being set up, compensation for nuclear damage; or

(ii) the operator has paid, after it has been set up, compensation for nuclear damage under an International Convention or the law of a non-Contracting State,

he shall be entitled to recover from the fund, up to the amount which he has paid, the amount which the person so compensated would have obtained in the distribution of the fund;

(c) If no limitation fund is set up, nothing in this Convention shall preclude an operator, who has paid compensation for nuclear damage out of funds other than those provided pursuant to paragraph 2 of

moyen de fonds autres que ceux qui ont été fournis conformément au paragraphe 2 de l'article III, de recouvrer sur la personne fournissant une garantie financière en application du paragraphe 2 de l'article III ou sur l'Etat dont émane la licence, à concurrence de la somme qu'il a versée, le montant que la personne ainsi indemnisée aurait obtenu en vertu de la présente Convention.

d) Dans ce paragraphe, l'expression « ressortissant d'un Etat contractant » couvre un Etat contractant ou toute subdivision politique d'un tel Etat ou toute personne morale de droit public ou de droit privé, ainsi que toute entité publique ou privée n'ayant pas la personnalité juridique, établie dans un Etat contractant.

6. Si aucun fonds n'a été constitué en application des dispositions du présent article, l'Etat dont émane la licence prend les mesures nécessaires pour que les sommes qu'il fournit ou qui proviennent de l'assurance ou de toute autre garantie financière conformément au paragraphe 2 de l'article III, soient disponibles pour satisfaire toute demande dont le bien-fondé a été établi par un jugement prononcé dans un autre Etat contractant et reconnu en application du paragraphe 4 du présent article; ces sommes seront rendues disponibles, au choix du demandeur, soit dans l'Etat dont émane la licence, soit dans l'Etat contractant où le dommage a été subi, soit dans l'Etat contractant où le demandeur a sa résidence habituelle.

7. Lorsque le fonds de responsabilité limitée a été constitué conformément au paragraphe 1 du présent article ou, dans le cas où ce fonds n'a pas été constitué, lorsque les sommes fournies par l'Etat ou provenant de l'assurance ou de toute autre garantie financière sont disponibles conformément au paragraphe 6 pour couvrir une demande en réparation, le demandeur ne peut exercer un droit quelconque, au titre de sa demande en réparation, sur les autres biens de l'exploitant, et toute caution ou autre garantie (à l'exception de la caution pour les dépens) fournie par cet exploitant ou en son nom sur le territoire de tout Etat contractant se trouve libérée.

## Article XII

1. Tout Etat contractant s'engage à prendre les mesures nécessaires pour assurer l'application des dispositions de la présente Convention et notamment toutes mesures propres à assurer une distribution prompte et équitable des sommes disponibles pour la réparation des dommages nucléaires.

2. Tout Etat contractant s'engage à prendre les mesures nécessaires pour que les primes et indemnités d'assurance et de réassurance, ainsi que les sommes provenant d'une autre garantie financière ou fournies par l'Etat conformément au paragraphe 2 de l'article III soient librement convertibles dans la monnaie de l'Etat contractant sur le

Article III, from recovering from the person providing financial security under paragraph 2 of Article III or from the licensing State, up to the amount he has paid, the sum which the person so compensated would have obtained under this Convention;

(d) In this paragraph the expression « a national of a Contracting State » shall include a Contracting State or any of its constituent subdivisions or a partnership or any public or private body whether corporate or not established in a Contracting State.

6. Where no fund has been constituted under the provisions of this Article, the licensing State shall adopt such measures as are necessary to ensure that adequate sums provided by it or by insurance or other financial security in accordance with paragraph 2 of Article III, shall be available for the satisfaction of any claim established by a judgment of a court of any other Contracting State which would be recognized under paragraph 4 of this Article; the sums shall be made available, at the option of the claimant, either in the licensing State or in the Contracting State in which the damage was sustained or in the Contracting State in which the claimant is habitually resident.

7. After the limitation fund has been constituted in accordance with paragraph 1 of this Article or, where no such fund has been constituted, if the sums provided by the licensing State, or by insurance, or other financial security are available in accordance with paragraph 6 of this Article to meet a claim for compensation, the claimant shall not be entitled to exercise any right against any other asset of the operator in respect of his claim for nuclear damage, and any bail or security (other than security for costs) given by or on behalf of that operator in any Contracting State shall be released.

## Article XII

1. The Contracting States undertake to adopt such measures as are necessary to ensure implementation of the provisions of this Convention, including any appropriate measures for the prompt and equitable distribution of the sums available for compensation for nuclear damage.

2. The Contracting States undertake to adopt such measures as are necessary to ensure that insurance and reinsurance premiums and sums provided by insurance, reinsurance or other financial security, or provided by them in accordance with paragraph 2 of Article III, shall be freely transferable into the currency of the Contracting State in which

territoire duquel le dommage a été subi, de l'Etat contractant sur le territoire duquel le demandeur a sa résidence habituelle ou, en ce qui concerne les primes et indemnités d'assurance et de réassurance, dans les monnaies spécifiées par le contrat d'assurance ou de réassurance.

3. La présente Convention est appliquée sans discrimination fondée sur la nationalité, le domicile ou la résidence.

### **Article XIII**

La présente Convention s'applique à tout dommage nucléaire causé par un accident nucléaire dans lequel sont impliqués le combustible nucléaire ou les produits ou déchets radioactifs d'un navire nucléaire battant pavillon d'un Etat contractant, quel que soit le lieu où ce dommage a été subi.

### **Article XIV**

La présente Convention l'emporte sur les conventions internationales qui, à la date à laquelle elle est ouverte à la signature, sont en vigueur ou ouvertes à la signature, à la ratification ou à l'adhésion, mais seulement dans la mesure où ces conventions seraient en conflit avec elle; toutefois, la présente disposition n'affecte pas les obligations qu'ont les Etats contractants envers les Etats non contractants du fait de ces conventions.

### **Article XV**

1. Tout Etat contractant s'engage à prendre les mesures nécessaires afin d'empêcher qu'un navire nucléaire battant son pavillon soit exploité sans une licence ou une autorisation émanant de lui.

2. En cas de dommage nucléaire mettant en cause le combustible nucléaire ou les produits ou déchets radioactifs d'un navire nucléaire battant pavillon d'un Etat contractant et dont l'exploitation ne faisait pas, au moment de l'accident nucléaire, l'objet d'une licence ou d'une autorisation accordée par cet Etat, le propriétaire du navire nucléaire au moment de l'accident nucléaire est considéré comme l'exploitant aux fins de la présente Convention, sauf toutefois que le montant de sa responsabilité n'est pas limité.

3. Dans ce cas, l'Etat contractant dont le navire nucléaire bat pavillon est censé être l'Etat dont émane la licence, aux fins de la présente Convention, en particulier, il est responsable de l'indemnisation des victimes, conformément aux obligations que l'article III impose à l'Etat dont émane la licence, à concurrence du montant indiqué dans cet article.

the damage was sustained, of the Contracting State in which the claimant is habitually resident or, as regards insurance and reinsurance premiums and payments, in the currencies specified in the insurance or reinsurance contract.

3. This Convention shall be applied without discrimination based upon nationality, domicile or residence.

### **Article XIII**

This Convention applies to nuclear damage caused by a nuclear incident occurring in any part of the world and involving the nuclear fuel of, or radioactive products or waste produced in, a nuclear ship flying the flag of a Contracting State.

### **Article XIV**

This Convention shall supersede any International Conventions in force or open for signature, ratification or accession at the date on which this Convention is opened for signature, but only to the extent that such Conventions would be in conflict with it; however, nothing in this Article shall affect the obligations of Contracting States to non-Contracting States arising under such International Conventions.

### **Article XV**

1. Each Contracting State undertakes to take all measures necessary to prevent a nuclear ship flying its flag from being operated without a licence or authority granted by it.

2. In the event of nuclear damage involving the nuclear fuel of, or radioactive products or waste produced in a nuclear ship flying the flag of a Contracting State, the operation of which was not at the time of the nuclear incident licensed or authorized by such Contracting State, the owner of the nuclear ship at the time of the nuclear incident shall be deemed to be the operator of the nuclear ship for all the purposes of this Convention, except that his liability shall not be limited in amount.

3. In such an event, the Contracting State whose flag the nuclear ship flies shall be deemed to be the licensing State for all the purposes of this Convention and shall, in particular, be liable for compensation for victims in accordance with the obligations imposed on a licensing State by Article III and up to the limit laid down therein.

4. Chaque Etat contractant s'engage à ne pas accorder de licence ou autre autorisation d'exploiter un navire nucléaire battant pavillon d'un autre Etat; toutefois, la présente disposition n'interdit pas à un Etat contractant d'appliquer les règles de son droit interne concernant l'exploitation d'un navire nucléaire dans ses eaux intérieures et dans sa mer territoriale.

### **Article XVI**

La présente Convention s'applique au navire nucléaire à partir de son lancement. Entre la date de ce lancement et celle où le navire est autorisé à battre pavillon, le navire est censé être exploité par son propriétaire et battre pavillon de l'Etat où il a été construit.

### **Article XVII**

Rien dans la présente Convention n'affecte le droit que peut avoir un Etat contractant, en vertu du droit international, de refuser l'accès de ses eaux et de ses ports à des navires nucléaires dont l'exploitation a été autorisée par un autre Etat contractant, même si celui-ci s'est formellement conformé à toutes les dispositions de la présente Convention.

### **Article XVIII**

L'action en réparation d'un dommage est exercée contre l'exploitant; elle peut l'être également contre l'assureur ou toute personne autre que l'Etat dont émane la licence, qui a fourni une garantie financière à l'exploitant conformément au paragraphe 2 de l'article III, si une telle action est prévue par le droit interne applicable.

### **Article XIX**

Même après l'expiration de la présente Convention ou sa dénonciation par un Etat contractant en vertu de l'article XXVII, ses dispositions demeureront applicables à tout dommage nucléaire causé par un accident nucléaire dans lequel sont impliqués le combustible nucléaire ou les produits ou déchets radioactifs d'un navire nucléaire dont l'exploitation avait été autorisée, par une licence ou de toute autre manière, par un Etat contractant pendant que la Convention était encore en vigueur à son égard, pour autant que l'accident nucléaire soit survenu avant la date de l'expiration ou de la dénonciation de la Convention, ou, s'il survient après cette date, dans un délai de vingt cinq ans au plus après la date à laquelle l'autorisation d'exploitation a été donnée.

4. Each Contracting State undertakes not to grant a licence or other authority to operate a nuclear ship flying the flag of another State. However, nothing in this paragraph shall prevent a Contracting State from implementing the requirements of its national law concerning the operation of a nuclear ship within its internal waters and territorial sea.

### **Article XVI**

This Convention shall apply to a nuclear ship from the date of her launching. Between her launching and the time she is authorized to fly a flag, the nuclear ship shall be deemed to be operated by the owner and to be flying the flag of the State in which she was built.

### **Article XVII**

Nothing in this Convention shall affect any right which a Contracting State may have under international law to deny access to its waters and harbours to nuclear ships licensed by another Contracting State, even when it has formally complied with all the provisions of this Convention.

### **Article XVIII**

An action for compensation for nuclear damage shall be brought against the operator; it may also be brought against the insurer or any person other than the licensing State who has provided financial security to the operator pursuant to paragraph 2 of Article III, if the right to bring an action against the insurer or such other person is provided under the applicable national law.

### **Article XIX**

Notwithstanding the termination of this Convention or the termination of its application to any Contracting State pursuant to Article XXVII, the provisions of the Convention shall continue to apply with respect to any nuclear damage caused by a nuclear incident involving the nuclear fuel of, or radioactive products or waste produced in, a nuclear ship licensed or otherwise authorized for operation by any Contracting State prior to the date of such termination, provided the nuclear incident occurred prior to the date of such termination or, in the event of a nuclear incident occurring subsequent to the date of such termination, prior to the expiry of a period of twenty-five years after the date of such licensing or other authorization to operate such ship.

## **Article XX**

Sans préjudice des dispositions de l'article X, tout différend entre des Parties contractantes concernant l'interprétation ou l'application de la présente Convention, qui ne peut pas être réglé par voie de négociation, est soumis à l'arbitrage, à la demande de l'une d'entre elles. Si dans les six mois qui suivent la date de la demande d'arbitrage, les Parties ne parviennent pas à se mettre d'accord sur l'organisation de l'arbitrage, l'une quelconque d'entre elles peut soumettre le différend à la Cour internationale de Justice, en déposant une requête conformément au statut de la Cour.

## **Article XXI**

1. Chaque Partie contractante pourra, au moment où elle signera ou ratifiera la présente Convention ou y adhérera, déclarer qu'elle ne se considère pas liée par l'article XX. Les autres Parties contractantes ne seront pas liées par cet article envers toute Partie contractante qui aura formulé une telle réserve.

2. Toute Partie contractante qui aura formulé une réserve conformément au paragraphe précédent pourra à tout moment lever cette réserve par une notification adressée au Gouvernement belge.

## **Article XXII**

La présente Convention sera ouverte à la signature des Etats représentés à la onzième session (1961-1962) de la Conférence diplomatique de droit maritime.

## **Article XXIII**

La présente Convention sera ratifiée et les instruments de ratification seront déposés auprès du Gouvernement belge.

## **Article XXIV**

1. La présente Convention entrera en vigueur trois mois après la date du dépôt des instruments de ratification par deux Etats dont au moins un Etat dont émane la licence.

2. Pour chaque Etat signataire ratifiant la Convention après l'entrée en vigueur telle qu'elle est prévue au paragraphe 1 du présent article, la présente Convention entrera en vigueur trois mois après la date du dépôt de son instrument de ratification.

## **Article XX**

Without prejudice to Article X, any dispute between two or more Contracting Parties concerning the interpretation or application of this Convention which cannot be settled through negotiation, shall, at the request of one of them, be submitted to arbitration. If within six months from the date of the request for arbitration the Parties are unable to agree on the organization of the arbitration, any one of those Parties may refer the dispute to the International Court of Justice by request in conformity with the Statute of the Court.

## **Article XXI**

1. Each Contracting Party may at the time of signature or ratification of this Convention or accession thereto, declare that it does not consider itself bound by Article XX of the Convention. The other Contracting Parties shall not be bound by this Article with respect to any Contracting Party having made such a reservation.

2. Any Contracting Party having made a reservation in accordance with paragraph 1 may at any time withdraw this reservation by notification to the Belgian Government.

## **Article XXII**

This Convention shall be open for signature by the States represented at the eleventh session (1961-1962) of the Diplomatic Conference on Maritime Law.

## **Article XXIII**

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Government.

## **Article XXIV**

1. This Convention shall come into force three months after the deposit of an instrument of ratification by at least one licensing State and one other State.

2. This Convention shall come into force, in respect of each signatory State which ratifies it after its entry into force as provided in paragraph 1 of this Article, three months after the date of deposit of the instrument of ratification of that State.

## **Article XXV**

Les Etats membres de l'Organisation des Nations Unies, des institutions spécialisées ou de l'Agence internationale de l'énergie atomique non représentés à la onzième session de la Conférence diplomatique de droit maritime pourront adhérer à la présente Convention.

Les instruments d'adhésion seront déposés auprès du Gouvernement belge.

La Convention entrera en vigueur pour l'Etat adhérant trois mois après la date du dépôt de son instrument d'adhésion, mais pas avant la date d'entrée en vigueur de la Convention telle qu'elle est fixée à l'article XXIV, 1.

## **Article XXVI**

1. Le Gouvernement belge et l'Agence internationale de l'énergie atomique convoqueront une Conférence pour la révision de la présente Convention cinq ans après son entrée en vigueur.

2. Le Gouvernement belge et l'Agence internationale de l'énergie atomique convoqueront également une telle Conférence avant ou après l'expiration de ce délai si un tiers des Etats contractants en exprime le désir.

## **Article XXVII**

1. Chacun des Etats contractants peut dénoncer la présente Convention par notification au Gouvernement belge à tout moment après la première Conférence de révision tenue en conformité des dispositions de l'article XXVI, 1.

2. Cette dénonciation prendra effet un an après la date de réception de la notification par le Gouvernement belge.

## **Article XXVIII**

Le Gouvernement belge notifiera aux Etats représentés à la onzième session de la Conférence diplomatique de droit maritime ainsi qu'aux Etats qui adhèrent à la présente Convention :

1. les signatures, ratifications et adhésions reçues en application des articles XXII, XXIII et XXV.

2. la date à laquelle la présente Convention entrera en vigueur, en application de l'article XXIV.

3. les dénonciations reçues en application de l'article XXVII.

## **Article XXV**

1. States Members of the United Nations, Members of the specialized agencies and of the International Atomic Energy Agency not represented at the eleventh session of the Diplomatic Conference on Maritime Law, may accede to this Convention.

2. The instruments of accession shall be deposited with the Belgian Government.

3. The Convention shall come into force in respect of the acceding State three months after the date of deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article XXIV.

## **Article XXVI**

1. A conference for the purpose of revising this Convention shall be convened by the Belgian Government and the International Atomic Energy Agency after the Convention has been in force five years.

2. Such a conference shall also be convened by the Belgian Government and the International Atomic Energy Agency before the expiry of this term or thereafter, if one third of the Contracting States express a desire to that effect.

## **Article XXVII**

1. Any Contracting State may denounce this Convention by notification to the Belgian Government at any time after the first revision Conference held in accordance with the provisions of Article XXVI 1.

2. This denunciation shall take effect one year after the date on which the notification has been received by the Belgian Government.

## **Article XXVIII**

The Belgian Government shall notify the States represented at the eleventh session of the Diplomatic Conference on Maritime Law, and the States acceding to this Convention, of the following :

1. Signatures, ratifications and accessions received in accordance with Article XXII, XXIII and XXV.
2. The date on which the Convention will come into force in accordance with Article XXIV.
3. Denunciations received in accordance with Article XXVII.

*En foi de quoi*, les Plénipotentiaires soussignés, dont les pouvoirs ont été reconnus en bonne et due forme, ont signé la présente Convention.

*Fait à Bruxelles, le 25 mai 1962, en langues anglaise, française, espagnole et russe, en un seul exemplaire, qui restera déposé dans les archives du Gouvernement belge qui en délivrera des copies certifiées conformes.*

En cas de discordance de textes, les versions anglaise et française feront foi.

*In witness whereof*, the undersigned Plenipotentiaries, whose credentials have been found in order, have signed this Convention.

*Done* at Brussels, this twenty-fifth day of May, one thousand nine hundred and sixty-two, in the English, French, Russian and Spanish languages in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies.

In case of any disparity in the texts, the English and French versions shall be authentic.

---

# RATIFICATIONS (\*)

(List submitted by the Ministère des Affaires Etrangères de Belgique  
the 1<sup>st</sup> of February 1962)

## INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO

### COLLISIONS

#### BETWEEN VESSELS

Signed at Brussels on September 23rd, 1910 .

#### RATIFICATION :

Austria	February 1st, 1913
Belgium	February 1st, 1913
Brazil	December 31st, 1913
Denmark	June 18th, 1913
France	February 1st, 1913
Germany (*)	February 1st, 1913
Great Britain	February 1st, 1913
Greece	September 29th, 1913
Hungary	February 1st, 1913
Ireland	February 1st, 1913
Italy	June 2nd, 1913
Japan	January 12th, 1914
Mexico	February 1st, 1913
Nicaragua	July 18th, 1913
Netherlands	February 1st, 1913
Norway	November 12th, 1913
Portugal	July 25th, 1913
Rumania	February 1st, 1913
Russia	February 1st, 1913
Sweden	November 12th, 1913

#### ACCESSION

Argentine	February 28th, 1922
Australia	September 9th, 1930
Canada	September 25th, 1914
Ceylon	February 1st, 1913

(\*) *German Federal Republic* : Put again into force from November 1st 1958 between, on the one hand, the German Federal Republic and, on the other hand, the Allied Powers except Hungary, Poland and Uruguay which answered in the negative and New Zealand, Rumania and the U.R.S.S. which abstained from replying (Agreements of Brussels of September 25th and October 18th 1958).

Danzig	June 2nd, 1922
Dominican Republic	July 23rd, 1958
Egypt	November 29th, 1943
Spain	November 17th, 1923
Esthonia	May 15th, 1929
Finland	July 17th, 1923
Great Britain	February 1st, 1913
East-Africa	
Bahamas, Barbadoes, Bermuda, Cyprus, Gold Coast, Falkland, Fidji, Gambia, Gibraltar, Gilbert and Ellice, British Guyana, British Honduras, Hong-Kong	February 1st, 1913
Jamaica, (Caimans, Caicos and Turk's isl.), Labuan, Leeward Isles (Antigua, Dominica, Montserrat, St. Christopher-Nevis, Virgin Islands)	February 1st, 1913
Federated Malay States	February 1st, 1913
Malta, Mauritius, Southern Nigeria, Norfolk	February 1st, 1913
Papua, St-Helena, Salomon, Seychelles, Sierra-Leone, Somaliland, Straits Settlements	February 1st, 1913
New Foundland	March 11th, 1914
Tobago, Trinidad, Wei-Hai-Wei, Windward (Grenada, St-Lucia, St. Vincent)	February 1st, 1913
Haiti	August 18th, 1951
Indian Union	February 1st, 1913
Italian Colonies	November 9th, 1934
Latvia	August 2nd, 1932
New Zealand	May 19th, 1913
Poland	June 2nd, 1922
Colonies of Portugal	July 20th, 1914
Switzerland	May 28th, 1954
Turkey	July 4th, 1955
U.R.S.S.	July 10th, 1936
Uruguay	July 21st, 1915
Yugo-Slavia	December 31st, 1931

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO  
ASSISTANCE AND SALVAGE

AT SEA

Signed at Brussels on September 23rd., 1910

RATIFICATION :

Austria	February 1st, 1913
Belgium	February 1st, 1913
Brazil	December 31st, 1913
Denmark	June 18th, 1913
France	February 1st, 1913
Germany (*)	February 1st, 1913
Great Britain	February 1st, 1913
Greece	October 15th, 1913
Hungary	February 1st, 1913
Ireland	February 1st, 1913
Italy	June 2nd, 1913
Japan	January 12th, 1914
Mexico	February 1st, 1913
Netherlands	February 1st, 1913
Norway	November 12th, 1913
Portugal	July 25th, 1913
Rumania	February 1st, 1913
Russia	February 1st, 1913
Sweden	November 12th, 1913
United States America	February 1st, 1913

ACCESSION :

Argentine	February 28th, 1922
Australia	September 9th, 1930
Canada	September 25th, 1914
Ceylon	February 1st, 1913
Danzig	October 15th, 1921
Dominican Republic	July 23rd, 1958
Egypt	November 19th, 1943
Spain	November 17th, 1923
Estonia	May, 15th, 1929

(\*) *German Federal Republic* : Put again into force from November 1st 1958 between, on the one hand, the German Federal Republic and, on the other hand, the Allied Powers except Hungary, Poland and Uruguay which answered in the negative and New Zealand, Rumania and the U.R.S.S. which abstained from replying (Agreements of Brussels of September 25th and October 18th 1958).

<b>Finland</b>	July 17th, 1923
<b>Great Britain</b>	
<b>East-Africa</b>	February 1st, 1913
<b>Bahamas, Barbadoes, Bermuda</b>	February 1st, 1913
<b>Cyprus, Gold Coast, Falkland, Fiji, Gambia, Gibraltar, Gilbert and Ellice, British Guyana, British Honduras, Hong-Kong</b>	February 1st, 1913
<b>Jamaica, (Caimans, Caicos and Turk's Isl.), Labuan, Leeward Isles (Antigua, Dominica, Montserrat, St-Christopher-Nevis, Virgin Islands)</b>	February 1st, 1913
<b>Federated Malay States</b>	February 1st, 1913
<b>Malta, Mauritius, Southern Nigeria, Norfolk</b>	February 1st, 1913
<b>Papua, St-Helena, Salomon, Seychelles, Sierra-Leone, Somaliland, Straits Settlements</b>	February 1st, 1913
<b>New Foundland</b>	March 11th, 1914
<b>Tobago, Trinidad, Wei-Hai-Wei, Windward, (Grenada, St-Lucia, St-Vincent)</b>	February 1st, 1913
<b>Haiti</b>	August 18th, 1951
<b>Indian Union</b>	February 1st, 1913
<b>Erythrea, Italian Somali</b>	June 2nd, 1913
<b>Italian Colonies</b>	November 9th, 1934
<b>Latvia</b>	August 2nd, 1932
<b>New Zealand</b>	May 19th, 1913
<b>Poland</b>	October 15th, 1921
<b>Colonies of Portugal</b>	July 20th, 1914
<b>Switzerland</b>	May 28th, 1954
<b>Turkey</b>	July 4th, 1955
<b>U.R.S.S.</b>	July 10th, 1936
<b>Uruguay</b>	July 21st, 1915
<b>Yugo-Slavia</b>	December 31st, 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

Signed at Brussels on August 25th, 1924

RATIFICATION :

Belgium	June 2nd, 1930
Brazil	April 28th, 1931
Denmark	June 2nd, 1930
France	August 23rd, 1935
Hungary	June 2nd, 1930
Norway	October 10th, 1933
Poland	October 26th, 1936
Portugal	June 2nd, 1930
Spain	June 2nd, 1930
Sweden	July 1st, 1938

ACCESSION :

Dominican Republic	July 23rd, 1958
Finland	July 12th, 1934
Monaco	May 15th, 1931
Turkey	July 4th, 1955

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES OF LAW RELATING TO

BILLS OF LADING

AND PROTOCOL OF SIGNATURE

Signed at Brussels on August 25th, 1924

RATIFICATION :

Belgium	June 2nd, 1930
France	January 4th, 1937
Germany (*)	July 1st, 1939
Great Britain and Northern Ireland	June 2nd, 1930
Hungary	June 2nd, 1930
Italy	October 7th, 1938
Japan	July 1st, 1957
Poland	October 26th, 1936
Rumania	August 4th, 1937
Spain	June 2nd, 1930
United States of America	June 29th, 1937
Yugo-Slavia	April 17th, 1959

ACCESSION :

Argentine	April 19th, 1961
Australia	July 4th, 1955
Papua and Norfolk	July 4th, 1955
Nauru and New Guinea	July 4th, 1955
Ceylon	December 2nd, 1930
Côte d'Ivoire	December 15th, 1961
Denmark	July 1st, 1938
Egypt	November 29th, 1943
Finland	July 1st, 1939
Great Britain	
Ascension	November 3rd, 1931
Bahamas, Barbadoes, Bermuda, Northern Borneo, Cameroons, Cyprus, Gold-Coast, Falkland, Fiji, Gambia, Gibraltar, Gilbert and Ellice, British Guiana, British Honduras, Hong-Kong, Jamaica, (Caimans, Caicos and Turk's isl.), Kenya, Leeward (Antigua, Dominica, Monserrat, St-Christopher-Nevis, Virgin Islands)	December 2nd, 1930

(\*) *German Federal Republic* : Put again into force from November 1st 1959 between on the one hand, the German Federal Republic and, on the other hand, the Allied Powers except Hungary, Poland and Rumania (Agreements of Brussels of September 29th and October 18th, 1959).

Federated Malay States	December 2nd, 1930
Unfederated Malay States	December 2nd, 1930
Mauritius, Nigeria	December 2nd, 1930
St-Helena	November 3rd, 1931
Salomon	December 2nd, 1930
Sarawak	November 3rd, 1931
<b>Seychelles, Sierra-Leone, Somaliland, Straits Settlements, Tanganyika, To- bago, Tonga, Trinidad, Windward (Grenada, St-Lucia, St-Vincent)</b>	December 2nd, 1930
Zanzibar	December 2nd, 1930
Ireland	January 30th, 1962
Israel	September 5th, 1959
Monaco	May 15th, 1931
Netherlands	August 18th, 1956
Norway	July 1st, 1938
Portugal	December 24th, 1931
Overseas Territories	February 2nd, 1952
Sweden	July 1st, 1938
Switzerland	May 28th, 1954
Turkey	July 4th, 1955

---

**INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO MARITIME**

**LIENS AND MORTGAGES,**

Signed at Brussels on April 10th, 1926

**RATIFICATION :**

Belgium	June 2nd, 1930
Brazil	April 28th, 1931
Denmark	June 2nd, 1930
Estonia	June 2nd, 1930
France	August 23rd, 1935
Hungary	June 2nd, 1930
Italy	December 7th, 1949
Norway	October 10th, 1933
Poland	October 26th, 1936
Rumania	August 4th, 1937
Spain	June 2nd, 1930
Sweden	July 1st, 1938

ACCESSION :

Argentine	April 19th, 1961
Finland	July 12th, 1934
Monaco	May 15th, 1931
Portugal	December 24th, 1931
Switzerland	May 28th, 1954
Syrie	February 14th, 1951
Turkey	July 4th, 1955

---

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES CONCERNING THE  
IMMUNITY OF STATE-OWNED SHIPS,

Signed at Brussels on April 10th, 1926

RATIFICATION :

Belgium	January 8th, 1936
Brazil	January 8th, 1936
Chile	January 8th, 1936
Denmark	November 16th, 1950
Estonia	January 8th, 1936
France	July 27th, 1955
Germany (*)	June 27th, 1936
Hungary	January 8th, 1936
Italy	January 27th, 1937
Italian Colonies	January 27th, 1937
Netherlands	July 8th, 1936
Curaçao, Netherlands Indies, Surinam	July 8th, 1936
Norway	April 25th, 1939
Poland	January 8th, 1936
Portugal	June 27th, 1938
Rumania	August 4th, 1937
Sweden	July 1st, 1938

ACCESSION :

Argentine	April 19th, 1961
Greece	May 19th, 1951
Switzerland	May 28th, 1954
Turkey	July 4th, 1955
United Arab Republic	February 17th, 1960

(\*) *German Federal Republic* : Put again into force from November 1st 1958 between on the one hand, the German Federal Republic and, on the other hand, the Allied Powers except Hungary, Poland and Rumania (Agreements of Brussels of September 29th and October 18th, 1958).

DENUNCIATION :

Poland  
Rumania

March 17th, 1952  
September 21st, 1959

ADDITIONAL PROTOCOL TO THIS CONVENTION

Signed at Brussels on May 24th, 1934

RATIFICATION :

Belgium	January 8th, 1936
Brazil	January 8th, 1936
Chile	January 8th, 1936
Denmark	November 16th, 1950
Estonia	January 8th, 1936
France	July 27th, 1955
Germany	June 27th, 1936
Hungary	January 8th, 1936
Italy	January 27th, 1937
Italian Colonies	January 27th, 1937
Netherlands	July 8th, 1936
Curaçao, Netherlands Indies, Surinam	July 8th, 1936
Norway	April 25th, 1939
Poland	January 8th, 1936
Portugal	June 27th, 1938
Rumania	August 4th, 1937
Sweden	July 1st, 1938

ACCESSION :

Argentine	April 19th, 1961
Greece	May 19th, 1951
Switzerland	May 28th, 1954
Turkey	July 4th, 1955
United Arab Republic	February 17th, 1960

DENUNCIATION :

Poland  
Rumania

March 17th, 1952  
September 21st, 1959

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO

CIVIL JURISDICTION

IN MATTERS OF COLLISION

Signed at Brussels on May 10th, 1952.

RATIFICATION :

Belgium	April 10th, 1961
Egypt	August 24th, 1955
France	May 25th, 1957
Great Britain and Northern Ireland	March 18th, 1959
Holy Seat	August 10th, 1956
Portugal	May 4th, 1957
Spain	December 8th, 1953
Yugoslavia	March 14th, 1955

ACCESSION :

Argentine	April 19th, 1961
Cambodia	November 12th, 1956
Costa Rica	September 13th, 1955
French Overseas Territories	
Republic of Togo and Cameroons	April 23rd, 1958
Switzerland	May 28th, 1954

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO

PENAL JURISDICTION

IN MATTERS OF COLLISION OR OTHER INCIDENTS OF NAVIGATION

Signed at Brussels on May 10th, 1952.

RATIFICATION :

Belgium	April 10th, 1961
Egypt	August 24th, 1955
France	May 20th, 1955
Great Britain and Northern Ireland	March 18th, 1959
Holy Seat	August 10th, 1956
Portugal	May 4th, 1957
Spain	December 8th, 1953
Yugoslavia	April 21st, 1956

ACCESSION :

Argentine	April 19th, 1961
Burman Union	July 8th, 1953
Cambodia	November 12th, 1956
Costa Rica	July 13th, 1955
French Overseas Territories	
Republic of Togo and Cameroons	April 23rd, 1958
Haiti	July 17th, 1954
Switzerland	May 28th, 1954
Republic of South Vietnam	November 26th, 1955

---

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO THE

ARREST

OF SEA-GOING SHIPS

Signed at Brussels on May 10th, 1952

RATIFICATION :

Belgium	April 10th, 1961
Egypt	August 24th, 1953
France	May 25th, 1957
Great Britain and Northern Ireland	March 18th, 1959
Holy Seat	August 10th, 1956
Portugal	May 4th, 1957
Spain	December 8th, 1953

ACCESSION :

Cambodia	November 12th, 1956
Costa Rica	July 13th, 1955
French Overseas Territories	
Republic of Togo and Cameroons	April 23rd, 1958
Haiti	November 4th, 1954
Switzerland	May 28th, 1954

INTERNATIONAL CONVENTION RELATING TO THE  
LIMITATION  
OF THE LIABILITY OF OWNERS OF SEA-GOING VESSELS

Signed at Brussels on October 10th, 1957

RATIFICATION :

Great Britain and Northern Ireland	February 18th, 1959
France	July 7th, 1959
Spain	July 16th, 1959

ACCESSIONS :

Isle of Man	November 18 th, 1960
Ghana	July 26th, 1959

(This Convention has not yet entered into force)

---

INTERNATIONAL CONVENTION RELATING TO  
STOWAWAYS

Signed at Brussels on October 10th, 1957

RATIFICATION :

Norway	May 24th, 1962
Peru	November 23th, 1961
Sweden	June 27th, 1962

ACCESSION :

Morocco	January 22nd, 1959
---------	--------------------

(This Convention has not yet entered into force)

## **II**

### **CONFERENCE OF ATHENS**

## **1**

### **ATTENDANCE**

## SPONSORING COMMITTEE

H. Exc. the Minister of Justice  
M. C. PAPACONSTANTINOU

H. Exc. the Minister of the Merchant Marine  
M. St. KOTIADIS

The President of the Council of State  
M. H. MITRELIAS

The President of the Supreme Court  
M. Const. KAFKAS

The Attorney General of the Supreme Court  
M. D. KIOUSSOPOULOS

The Rector of the Athens University  
Prof. Eug. PHOCAS

The Rector of the School of Economic and Commercial Sciences  
Prof. G. CHALKIOPoulos

The Bâtonnier de l'Ordre des Avocats of Athens  
Maître Sp. PALLIS

The Bâtonnier de l'Ordre des Avocats of Piraeus  
Maître Napoléon PIROUNAKIS

The Lord Maire of Athens  
M. A. TSOUKALAS

The President of the National Association of Tourism  
M. J. KOUTSOYANNIS

The President of the Naval Chambre of Greece  
M. Ant. DIMADIS

The President of the Hellenic Shipowners Association  
Prof. St. ENDREADIS

The President of the Association of Insurance Companies trading in Greece  
M. Em. HADJIANDREOU

## BUREAU OF THE CONFERENCE

President : Albert LILAR

Vice-President : Kyriakos SPILIOPOULOS

Secretaries General : Carlo VAN DEN BOSCH  
Phocion POTAMNIANOS

Treasurer : Léon GYSELYNCK

Administrative Secretary : H. F. VOET

Secretaries : Léo VAN VARENBERGH  
Eustratios STRATIGIS  
Théodore KARATZAS

## LIST OF ATTENDANCE

### BELGIUM :

- M. Albert LILAR, 38, Jacob Jordaeensstraat, Antwerp  
M. Pierre BAUGNIET, Average Adjuster, 4, Place Stéphanie, Brussels 5  
M. Georges BECKERS, Judge, 76, rue du Général Leman, Antwerp  
M. BENSTEIN, Adiministration de la Marine, 90, rue de la Loi, Brussels  
M. Fernand COLLIN, Professor, Mechelsesteenweg 196, Antwerp  
M. Robert DE SMET, Maître de Conférences, 100, Avenue Fr. Roosevelt, Brussels  
M. Léon GYSELYNCK, Treasurer of the International Maritime Committee, 48, Meir, Antwerp  
M. Max HOLLENFELTZ DU TREUX, Assureur-Conseil, Vice-Président hon. de la Régie de la Marine, 20, Avenue du Prince Albert, Antwerp  
M. Werner KOELMAN, Advocate, 3, rue Jacob Jacobs, Antwerp  
M. Thomas MEYER, Prés, Administrateur Délégué S.A. Bunge, 21, rue Arenberg, Antwerp  
M. Gérard NYSSENS, Chef du Contentieux Lloyd Royal ,St. Katelijnevest 61, Antwerp  
M. Lionel TRICOT, Advocate, 108, Avenue d'Italie, Antwerp  
M. André VAES, Advocate, 1, rue Van Schoonbeke ,Antwerp  
M. Carlo VAN DEN BOSCH, Advocate, 30, rue des Escrimeurs, Antwerp  
M. Jean VAN RYN, Advocate of the Supreme Court, 62, Avenue du Vert Chasseur, Brussels 18  
M. Léo VAN VARENBERGH, Average Adjuster, 24, rue de Locht, Brussels 3  
M. Henri François VOET, Average Adjuster, 20, Avenue des Acacias, Antwerp  
M. Emile VRINTS, Advocate, 86, Chaussée de Malines, Antwerp

### CANADA :

- M. Peter WRIGHT, Advocate, Yonge Street, Toronto  
M. Roland CHAUVIN, 620, rue St. Jacques, Montreal  
M. Léo LEAVEY, Executive Director Canadian Maritime Commission, Ottawa  
M. William TETLEY, 112, Cornwall Avenue, Montreal 16  
M. R.C.G. WILSON

### DENMARK :

- M. Niels Wilhelm BOEG, President Danish Branch of International Maritime Committee, Ceresvej 9, Copenhague V.  
M. Einar BEHRENDT-POULSEN, Advocate at the Supreme Court, 17, Frederiksgade, Copenhagen  
M. Alfred GÄRTNER, General Manager, The East Asiatic Co, Ltd., 2, Holbergsgade, Copenhagen

- M. Jacob HALD, Advocate, L. E. Brunsvej 41, Charlottenlund  
M. Iver HOPPE  
M. Erik KOFOED, Average Adjuster, 21, Hojbro Pl., Copenhagen  
M. Erik REPSDORPH, Advocate, 7, Frederiksborgade, Copenhagen  
M. Michael REUMERT, Advocate at the Supreme Court, 1711, Frederiksgade,  
Copenhagen  
M. André Major SORRENSEN, Advocate, Copenhague  
M. Niels TYBJERG, Average Adjuster, 21, Hojbrolads, Copenhagen

#### FINLAND :

- M. Herbert ANDERSSON, Manager of the « Finland Steamship Co., Ltd. »  
P. O. Box 90, Helsinki

#### FRANCE :

- M. Marcel PITOIS, Shipowner, President of the Association Française de Droit  
Maritime, 107, rue de la Pompe, Paris (16<sup>e</sup>)  
M. James-Paul GOVARE, Advocate, 5, rue de Lasteyrie, Paris (16<sup>e</sup>)  
M. Claude BOQUIN, Assistant General Manager Louis Dreyfus & Co., Ship-  
owners, 64, rue de Courcelles, Paris  
M. Pierre BOULOY, Advocate, 87, Boulevard Raspail, Paris (6<sup>e</sup>)  
M. Michel DUBOSC, Advocate, 131, Boulevard de Strasbourg, Le Havre  
M. Roger JAMBU-MERLIN, Professor, 2, Avenue Reine Matilde, Caen  
M. Alfred JAUFFRET, Professor, 13, rue des Epinaux, Aix-en-Provence  
M. Jean Antoine LAGARDE, Advocate, 42, rue St. Patrice, Rouen  
M. Pierre LATRON, Comité Central des Assureurs Maritimes de France, 24, rue  
Saint Marc, Paris (2<sup>e</sup>)  
M. Julien LE CLERE, Expert maritime, 6, rue Frédéric Bastrot, Paris (8<sup>e</sup>)  
Mlle Claire LEGENDRE, Dr. Jur., 73, Boulevard Haussmann, Paris  
Madame France PIETRI, Chef du Contentieux du groupe Saga, 129, rue Lauris-  
ton, Paris (16<sup>e</sup>)  
M. Jacques POTIER, Manager of the Cie Maritime des Chargeurs Réunis, 6, rue  
des Tournelles, Versailles  
M. Ménélas PRODRIMIDES, Dor. Jur., Counsellor of the Comité Central des  
Assureurs Maritimes de France, 24, rue St. aMrc, Paris (2<sup>e</sup>)  
M. Paul REMBAUVILLE-NICOLLE, Underwriter, 1, rue Euler, Paris (8<sup>e</sup>)  
M. Alain TINAYRE, Advocate, 31, rue Blanche, Paris (9<sup>e</sup>)  
M. Henri VAN AAL, Manager of the Cie Reno, 75, rue de Courcelles, Paris  
M. Jacques VILLENEAU, Advocate, 39, rue Scheffer, Paris  
M. Jean WAROT, Advocate, 71, Boulevard Raspail, Paris

#### GERMANY :

- Dr. Otto DETTMERS, Advocate, Marktstrasse 3, Bremen  
Dr. Gerhard BREUER, Ministerialrat, Opitzstrasse, 22, Hamburg 39  
Dr. J.H. BURCHARD-MOTZ, Baron Voghtstrasse 19, Hamburg-Kl. Flottbek

Dr. Gerd COELER, Rechtsanwalt, Burchardstrasse 1, Hamburg 1  
Dr. Edzard DETTMERS, Advocate, Marktstrasse 3, Bremen  
Dr. Hans Joachim von GUENTHER, Birtstrasse 6, Hamburg  
M. Eberhard von dem HAGEN, Secretary of the German Maritime Law Association, Alsterchaussee 13, Hamburg 13  
Dr. Walter HASCHE, Rechtsanwalt, Bankdirektor, Mönckebergstrasse, 22, Hamburg  
Dr. Jürgen LEBUHN, Advocate, Hamburg 11, b. Neuen Krahnen 2, V.  
M. Karl-Friedrich von SCHLAYER, Manager, Königinstr. 28, München 22  
Dr. Gerhard SCHNITTER, Advocate, Alstertor 1, Hamburg 1

#### GREAT-BRITAIN :

Mr. William BIRCH REYNARDSON, Barrister at Law, Secretary and Treasurer of the British Maritime Law Association, 14/20, St. Mary Axe, London, E.C. 3  
Mr. Simon Arthur COTTON, Shipowners, Elder Dempster Lines, India Buildings, Water Street, Liverpool  
The Right Honourable Lord DEVLIN, Lord of Appeal, House of Lords, London, S.W. 1  
Mr. Maurice Hall DOWNES, Average Adjuster, 101, Leadenhall Street, London, E.C. 3  
Mr. James Gifford GORDON, Lawyer, 3/6, Bury Court, St. Mary Axe, London, E.C. 3  
Mr. Harold Edward GORICK, Director of the Chamber of Shipping of U.K. 3/6, Bury Court, St. Mary Axe, London, E.C. 3  
Mr. Cyril Thomas GREENACRE, Adjuster of Marine Claims, Alliance Assurance Co., Ltd., 40, Lime Street, London, E.C. 3  
Mr. Harold HOFFMAN, Shipping Consultant, Unilever House, Blackfriars, London, E.C. 4  
Mr. John Philippe HONOUR, 1, Lloyds Avenue, London, E.C. 3  
Mr. Pekey Hugh MITCHELL, Manager of Lloyds' Claims Office, Lloyds', London  
Mr. Eric William READING, Average Adjuster, c/o, Hogg, Lindley & Co., Palmerston House, Bishopsgate, 51, London E.C. 2  
Mr. William Anthony WILSON, Solicitor (Lawyer), 88, Leadenhall Street, London, E.C. 3

#### GREECE :

M. Alexandre TSIRINTANIS, Professor, 29, rue Lycavittou, Athens  
M. Kyriakos SPILIOPOULOS, President of the Hellenic Maritime Law Association, 1, rue Vissarionos, Athens  
M. Christos ACHIS, Treasurer of the Hellenic Maritime Law Association, 2, rue Chr. Lada, Athens

- M. Const. ANDREOPoulos, Advocate, Megaron E L P A, Pireus
- M. Xénophon ANTONIADES, Capitaine de Frégate, Ministry of the Merchant Navy, Athens
- M. Georges COLYMVAS, Advocate, 6, rue Sina, Athens
- M. Georges DANIOLOS, Advocate, 29, rue Ioannou Drossopoulou, Athens
- M. Nicolas DELOYKAS, Advocate, Professor of the University of Salonique, 37, rue Académie, Athens
- M. A. DEPASTAS, Shipowner, 16, rue de la Marne, Athens
- M. Phidias DUKARIS, Advocate, 44, Westbearne Terrace, London, W. 2
- M. Démètre ICIADES, Advocate, Nipioudou, 70, Vieux Phalère
- M. Eleftherios GEORGANTOPOULOS, Capitaine de Frégate, Ministry of the Merchant Navy, Athens
- M. Mikès KALIMASSIAS, Advocate, 98, rue Kolokotroni, Pireus
- M. Théodore KARATZAS, Advocate, 98, rue Solonos, Athens
- M. Alexandre KOURATOS, Advocate, 11, rue Mavrocordatou, Athens
- M. Jean KOUTSOYANNIS, Advocate, 6, rue Dragatsaniou, Athens
- M. Constantin KRIEZIS, Advocate, 5, rue Chloïs, Psychico
- M. Elie KRISPIS, Professor at the University, 22, rue Alex. Soutsou, Athens
- M. Stéphane MACRYMICHALOS, Underwriter, 6, rue Dragatsaniou, Athens
- M. Démètre MARKIANOS, Advocate, 29, rue Ioannou Drossopoulou, Athens
- M. Panayotis MAVROYANNIS, Advocate, 47, Vass. Constantinon, Pireus
- M. Melétios METHENITIS, Advocate, 10, rue Aristidou, Athens
- M. A. PEAPONIS, Advocate, 3, rue Korai, Athens
- M. Jean PERRAKIS, Advocate, 120, Avenue de la Reine Sophie, Pireus
- M. Phocion POTAMIANOS, Advocate, Hon. Secretary of the Hellenic Maritime Law Association, 19, rue Lycavittou, Athens
- M. Démètre REDIADIS, Advocate, Megaron E L P A, Pireus
- M. Georges REDIADIS, Advocate, Megaron E L P A, Pireus
- M. Paul SARLIS, Advocate, 70, rue Kolokotroni, Pireus
- M. Constantin SOURLOS, Counsellor at the Supreme Court, Platia Agia Sophia, Psychico
- M. Nicolas STAMBOLIS, Capitaine de Vaisseau, Ministry of the Merchant Navy, 3, rue Alexandre Soutsou, Athens
- M. Envangélos STRATIGIS, Advocate, 98, rue Solonos, Athens
- M. Eustratios STRATIGIS, Advocate, 98, rue Solonos, Athens
- M. Thémistoclis VALSAMAKIS, Advocate, 10, rue Evpolidos, Athens

#### INDIA :

Dr. Nagendra SINGH, Director General of Shipping, Government of India, Vice-President of the Maritime Law Association of India, 30, Tughlak Crescent, New-Delhi

#### ISRAEL :

Dr. Rudolf GOTTSCHALK, Barrister at Law, 26, Ibn Sinastreet, Haïfa

## ITALY :

- M. Giorgio BERLINGIERI, Advocate, Via Roma, 10, Genoa  
M. Francesco BERLINGIERI, Advocate, Via Roma, 10, Genoa  
Mlle Camilla DAGNA, Secretary of the Italian Association of Maritime Law,  
15, Via Quattro Fontane, Rome  
M. Renato IMBRUGLIA, Advocate, Corso Vitt. Eman, 115, Naples  
M. Antonio LEFEBVRE D'OVIDIO, Professor, Via Barberini 86, Rome  
M. Plinio MANCA, Advocate, Via Assarotti 5, Genoa  
M. Ugo MARESCA, Advocate, Via Bacigalupo 4/13, Genoa  
M. Emilio PASANISI, General Manager of Insurance Company, Via Tibullo 16,  
Rome  
M. Roberto SANDIFORD, Hon. President of the State Council, Professor,  
31, Via G. Mercalli, Rome  
M. Enzio VOLLI, Professor, Advocate, Via Hermet, n. 6, Trieste

## NETHERLANDS :

- M. Jan T. ASSER, Advocate, 391, Keizersgracht, Amsterdam  
M. H. COLLOT D'ESCURY, 286, Herengracht, Amsterdam  
M. Bertus DUPUIS, Bank Manager, Haringvliet 98, Rotterdam  
M. Hendrik R. HOEKSTRA, Shipowner, Nederlandsche Vracht- en Tankvaart  
Mij, 2, Carel v. Bylandtlaan, The Hague  
M. Kornelis JANSMA, Advocate, Weteringschans 93, Amsterdam  
M. Rudolf Eric JAPIKSE, Advocate, Wynhaven 11, Rotterdam  
M. Adriaan LOEFF, 55, Calandstraat, Rotterdam-2  
M. Jan A.L.M. LOEFF, Advocate, Beursgebouw, Chambre 517, Rotterdam-1  
M. Robert MICHELSEN, Secretary of Phs. van Ommeren N.V., Westerlaan  
10, Rotterdam  
M. Henri E. SCHEFFER, Conseiller Général, Ministry of Justice, Backers-  
hagenlaan 20, Wassenaar  
M. J.C. SCHULTZ, Advocate, 391, Keizersgracht, Amsterdam  
M. VAN HAERSOLTE, 286, Herengracht, Amsterdam  
M. Rudolf A. VAN SANDICK, Advocate, 499, Herengracht, Amsterdam  
M. Gerrit VAN VOORTHUIZEN, Ass. Secretary Koninklijke Nederlandsche  
Reedersvereeniging, Stationsweg 135, The Hague

## NORWAY :

- M. Sjur BRAEKHUS, Professor of Maritime Law at the University of Oslo,  
Oslo  
M. Per BRUNSVIG, Tollbodgt, 27, Oslo  
M. Hans Ch. BUGGE, Advocate, Risbakken 12, Vinderen  
M. Sverre HOLT, Captain, P.O. Box 1359, Vika, Oslo  
M. Annar POULSSON, Director, P.O. Box 1376 ,Vika, Oslo  
M. Ole Thorleif RØED, Advocate, Fr. Nansenspl. 9, Oslo

## POLAND :

- M. Stanislaw MATYSIK, Professor, Pstrowskiego 14/6, Sopot  
M. Jan LOPUSKI, Advocate, Czolgistów 2/15, Gdynia  
M. Kazimierz MICHALSKI, Conseiller Juridique au Ministère des Communications Etrangères, Przybyszewskeigo No 32/74, Varsovie  
M. Stanislaw SUCHORZEWSKI, Advocate, 40, rue Chopin, Sopot  
M. Antoni WALCZUK, Advocate, Waszyngtona 30, Varsovie, 33

## SPAIN :

- M. Vicente SOLE DE SOJO, Lauria 119, Pral 2<sup>me</sup>, Barcelone  
M. Ignacio BERTRAND, Advocate, Calle Carlos Bertrand 2, Gijon  
M. José Maria GARIBI, Dr. Jur., Hurtado Amisaga 50, Bilbao  
M. André Gabriel JULIA, Vice-President Diputacion Provincial de Barcelona,  
Urgel 245 - 30 - 4 a, Barcelone

## SWEDEN :

- M. Kaj PINEUS, Average Adjuster, Skeppsbrohuset, Göteborg  
M. Birger BARTH MAGNUS, Syndic, Rederi AB Nordstjernan, Box 7196,  
Stockholm  
M. Per DREIJER, Advocate, Göteborg  
M. Kurt GRONFORS, Professor of Law, Handelshögskolan, Göteborg  
M. Per Erik HEDBORG, Manager Insurance Cy, Box 1094, Göteborg  
M. Ragnar HEDEN, Advocate, Kyrkogatan 20, Göteborg  
M. Rainer HORNBORG  
M. Hans-Gösta MELLANDER, Jurisconsulte, Broströms Juridiska Advelning,  
Broströmia, Göteborg  
M. Claës PALME, Advocate, Wahrendorffsgatan 1, Stockholm C  
M. Hugo TIBERG, Professor, Morbyv. 38, Vallentuna

## SWITZERLAND :

- M. Walter MÜLLER, Advocate, St. Albangraben 8, Basel  
M. Herbert DUTTWYLER, Director of the Office de la Navigation Maritime,  
Parkweg 8, Basel  
M. Charles M. KELLER, Shipowner, Holbeinstr. 68, Basel

## TURKEY :

- Prof. ARSEVEN, Hukuk Takultesi Beyazet, Istanbul  
Prof. Agr. OKAY, Hukuk Takultesi Beyazet, Istanbul

### UNITED-STATES :

Mr. Charles Sherman S. HAIGHT, Lawyer, 80, Broad Street, New-York, 4,  
N.Y.  
Mr. Arthur M. BOAL, Lawyer, 116, John Street, New-York, 38, N.Y.  
Mr. Henry C. BLACKISTON, Lawyer, 25, Broadway, New-York, 4, N.Y.  
Mr. Nicholas J., 3rd. HEALY, Admiralty Attorney, 52, Wall Street, New-York,  
N.Y.  
Mr. Wilbur H. HECHT, Lawyer, Mendes & Mount, 27, William Street, New-  
York, 5, N.Y.  
Mr. Walter P. HICKEY, 120, Broadway, New-York, N.Y.  
Mr. John C. McHOSE, Atotrney, Myers, 634, S. Spring Street, Los Angeles 14  
Mr. John C. MOORE, Lawyer, 80, Broad Street, New-York, 4, N.Y.  
Mr. Clarence MORSE, 200, East 70th Street, New-York, 21  
Mr. J. Lester PARSONS, Lawyer, 5a, Wall Street, New-York, 5, N.Y.  
Mr. William STANDARD, Lawyer, 38, Park Row, Room 300, New-York City  
Mr. George WARBURTON, 96, Fulton Street, New-York, 38  
Mr. Burton H. WHITE, 26, Broadway, New-York, 4, N.Y.  
Mr. Anthony N. ZOCK, Attorney, 52, Broadway, New-York, 4, N.Y.

### YUGOSLAVIA :

M. Vladislav BRAJKOVIC, Professor, Cvjetna c. 29, Zagreb  
M. Andrej GRAHOR, Splosna Plovba, Piran  
M. Georges IVKOVIC, c/o Splosna Plovba, Piran  
M. Hrvoje KACIC, Atlantska Plovidba, Dubrovnik  
M. Zdenco KOCIAN, Pantovcak 81, Zagreb  
M. Stijepo MILICIC, Put ispod Meja 12, Split  
M. Emile PALLUA, Opaticka ul, br. 18, Zagreb  
M. Nikola PERCIC, Brace Polic 90, Rijeka  
M. Zvone PIHTMAN, Judge, Marticeva 14 c, Zagreb  
M. Veljko TOMASIC, Underwriter, Simina 15, Beograd  
M. Aleksander VLASKALIN, Maksima Gorkogo, 15, Rijeka

**CONFERENCE OF ATHENS**

**2**

**MINUTES**

*Sunday, 15th April 1962*

SEANCE INAUGURALE

Sous la présidence de S. M. le Roi Paul de Grèce

M. K. Spiliopoulos, Président de l'Association Hellénique  
de Droit Maritime.

*Μεγαλειότατε,*

Η « Ελληνική "Ενωσις Ναυτικοῦ Δικαίου » Σᾶς ἐκφράζει τάς ἀπέριους εὐχαριστίας καὶ τήν βαθείαν εὐγνωμοσύνην της διότι ηδοκήσατε διά τῆς παρουσίας Σας νά λαμπρύνητε τήν σημερινήν συνεδρίασιν καὶ νά κηρύξητε τήν ἔναρξιν τῶν ἐργασιῶν τοῦ 25ου Διεθνοῦ Συνεδρίου τοῦ « Comité Maritime International », τό δποιον διά πρώτην φοράν, κατά τήν διαδρομήν τῆς μακρᾶς του ἴστοριας, συνέρχεται ἐν 'Ελλάδι.

Εἶναί εύτυχής ἡ σύμπτωσις, ὅτι θά κηρύξητε τήν ἔναρξιν τοῦ Συνεδρίου ἀπό τοῦ ἀκαδημαϊκοῦ βήματος τῆς Σχολῆς ταύτης, τήν δποίαν τιμάτε ώς ἐπίτιμος αὐτῆς διδάκτωρ.

Τό « Comité Maritime International » ἰδρύθη ἐν ἔτει 1897 ἐν Βελγίῳ διά νά ἐπιτύχῃ τήν ὁμοιομορφίαν τοῦ Ναυτικοῦ Δικαίου εἰς τάς Χώρας ὅπου ἐκτυλίσεται τό ναυτικόν ἐμπόριον, διότι τό ἀξίωμα ὅπι οἱ Νόμοι τῆς θάλασσης πρέπει νά εἶναι ὁμοιόμορφοι, κατέστη ἐκ τῆς ἀνάγκης τῶν πραγμάτων καὶ συνεπείᾳ τῆς ἐξελίξεως τοῦ ναυτικοῦ ἐμπορίου κοινή συνεδρίσις.

Εὔγλωττον περί τούτου μαρτυρίαν διά τά παρ' ἡμῖν, ἀποτελεῖ τό γεγονός ὅτι ἤδη τό ἔτος 1908, κατόπιν ἀποάσεως τοῦ τότε 'Υπουργοῦ τῶν Ναυτικῶν ἀειμνήστου Ἐπαμ. Ἐμπειρίκουν ἰδρύεται ὑπό τήν Προεδρίαν τοῦ Γεωργίου Στρέητ ἡ « Ελληνική Ναυτική "Ενωσις », διά νά ἀποτελέσῃ « τό ἀντεπιστέλλον μέλος » τοῦ « Comité Maritime International » εἰς τήν Χώραν μας. Δυστυχῶς, λόγω τῶν ἐπακολουθησάντων πολέμων ἡ ζωὴ τῆς 'Ενώσεως ταύτης καὶ ἡ δρᾶσις αὐτῆς δέν παρετάθησαν ἐπί μακρὸν διάδοχος δέ αὐτῆς εἶναι ἡ σημερινή « Ελληνική "Ενωσις Ναυτικοῦ Δικαίου ».

Τούς λόγους δι' οὓς ἰδρύθη ἡ « Ελληνική Ναυτική "Ενωσις » ἡδού ἐπιτραπῆ νά τούς ἐπαναλάβω, ώς ἀναφέρονται ἐν τῇ προμηνησθείσῃ 'Υπουργικῇ ἀποφάσει, διότι ἀποτελοῦν τήν ἐπιτυχεστέραν ἀπό ἑλλη-

νικῆς σκοπιᾶς τοποθέτησω ἔναντι ἔναντι τῆς προσπαθείας πρός ἐπίτευξιν  
όμοιομορφίας τοῦ Ναυτικοῦ Δικαίου, καὶ διότι ὅσα ἐλέγοντο ἐν ἔτει  
198 ἰοχύνουν κατά μείζονα βαθμόν σήμερον.

Λέγει ἡ ἀπόφασις: « Ἡ ἐπίτευξις τῆς ὁμοιομορφίας τῶν διατάξεων  
« τοῦ ἐμπορικοῦ ναυτικοῦ ἐν τῇ νομοθεσίᾳ πάντων τῶν ναυτικῶν ἐθνῶν  
« ἥθελε μεγάλως συντελέσει εἰς τὴν προαγωγήν τοῦ θαλασσίου ἐμπορίου  
« καὶ συνεπῶς τῆς ἐμπορικῆς ναυτιλίας, οὐχί σπανίως δέ ἐν τῇ πρακτικῇ  
« ἐγέρονται ζητήματα, ἄτινα μεγάλως ἐπιδρῶσιν ἐπί τῆς τύχης τῶν  
« διατεθειμένων εἰς θαλασσίας ἐπιχειρήσεις κεφαλαίων, ἔνεκα τῶν  
« ἀνομοίων διατάξεων, αἵτινες ἀναγράφονται ἐν τῇ νομοθεσίᾳ τῶν  
« διαφόρων ναυτικῶν ἐθνῶν.

« Τό γένετερον ἔθνος, κατ' ἔξοχήν ἐπιδίδον εἰς τὴν ναυτιλίαν καὶ  
« κεκτημένον ἥδη ἐμπορικόν στόλον πολυναρίθμων ἀτμοπλοίων καὶ  
« ἴστιοφόρων διαπλεόντων τὸν ὥκεανόν, καὶ φερόντων αὐτό ἐν τῇ πρώτῃ  
« γραμμῇ, μεταξύ τῶν ναυτικῶν ἐθνῶν, μέγιστον ἔχει συμφέρον ἐκ τῆς  
« ἐπιτεύξεως τῆς ὁμοιομορφίας καὶ ἐκ τῆς καταλλήλου διαρρυθμίσεως  
« τοῦ ναυτικοῦ δικαίου ». —

Sire,

Je viens vous exposer les raisons pour lesquelles l'unification du Droit Maritime, qui est le but poursuivi par le Comité International, est devenu indispensable.

Je laisse à son éminent Président, M. Albert Lilar plus compétent que moi et qui voudra prendre la parole par la suite, le soin de résumer les résultats de cette longue période de travail et d'efforts constants du Comité Maritime.

Cette Conférence, à laquelle participent les personnalités les plus compétentes et les plus importantes de l'activité du monde maritime, représentant 24 nations maritimes, en est la preuve.

De la part de l'Association Hellénique de Droit Maritime, le grand honneur me revient d'exprimer les plus vifs remerciements au Comité Maritime International, qui a choisi Athènes pour sa XXVème Conférence et à tous ceux qui ont bien voulu répondre à notre invitation et se trouvent en ce moment présents dans cette salle.

Je le fais, croyez-moi, avec la plus grande émotion et adresse à tous les souhaits les plus chaleureux de bienvenue dans notre pays.

Nous sommes extrêmement heureux, Mesdames et Messieurs, de vous accueillir à Athènes, la Cité de la Déesse de la Sagesse et du Savoir, d'où est né il y a presque 3.000 ans l'Esprit immortel de l'Ancienne Grèce, couronné des idées du vrai, du beau et du bien.

Sire, votre présence parmi nous souligne l'importance que notre pays apporte aux travaux de l'unification du Droit Maritime.

La Grèce, depuis les siècles les plus reculés de l'histoire, a toujours été un pays dont la destinée a été étroitement liée à la mer.

Pour emprunter le texte d'un des membres les plus brillants et les plus actifs du C.M.I., dont la mémoire reste toujours vivante, du Doyen Georges Ripert :

« La Grèce est un pays de marins et possède une action maritime considérable. »

Le facteur géographique d'une part, et le facteur économique de l'autre, une côte très découpée, mesurant une longueur de 13.500 kms, un nombre aussi important d'îles, d'archipels et de presqu'îles, sa position reliant l'Orient à l'Occident, un pays sans ressources suffisantes, dont la population était contrainte à chercher fortune au-delà des mers, en créant les colonies qui étaient reliées par le commerce maritime à la Métropole, ont exercé une influence profonde sur le caractère et l'évolution de ses habitants.

La conquête de la Toison d'Or par les Argonautes, la campagne de Troie les guerres navales contre les Perses, la création de la puissance maritime d'Athènes, les conquêtes d'Alexandre le Grand jusqu'à l'Océan Indien, sont les grandes étapes de l'effort constant des Grecs pour la maîtrise de la mer, tandis que les îles de Rhodes et de Delos, avec leur commerce maritime important, ont joué un grand rôle dans l'évolution du Droit Maritime. N'oublions pas que c'est à l'île de Rhodes que le premier code maritime vit le jour.

Après le joug romain, qui n'empêcha aucunement le développement de la marine marchande hellénique, l'ère byzantine est une période de grande prospérité pour celle-ci surtout sous le règne de Léon Ier, et jusqu'au jour où une nouvelle puissance maritime apparut, Venise. Pourtant la chute de l'Empire byzantin n'emporta pas avec elle la disparition de la marine marchande grecque, qui se reconstitue très vite par les nombreux marins qui, fuyant le joug turc se refugièrent dans les petites îles de Hydra, Spetsai et Psara, qui bien vite se transformèrent en centres de constructions navales et d'entreprises maritimes.

Et sans exagération aucune, c'est la marine marchande grecque, ainsi à nouveau constituée, qui se transforma en marine de guerre, et qui imposa la victoire dans les luttes pour l'indépendance de notre pays qui commencèrent en 1821.

Je cite quelques lignes seulement d'un long témoignage livré par l'Amiral et Académicien français, Jurien de la Gravière, qui a suivi de près les combats de la marine grecque :

« La composition et les faits des flottes que la Grève contemporaine a alignés contre l'Empire Ottoman durant sept années en-

tières, servent à éclairer la stratégie maritime, non seulement du passé, mais également de l'avenir. »

Enfin, pour arriver à nos jours, je dois mentionner qu'après la seconde guerre mondiale, la Grèce qui se trouvait dans le camp allié, a subi les plus grandes pertes parmi ses cobelligérants s'élevant à un pourcentage de 74,7 % de sa flotte et s'est trouvée à la fin des hostilités avec 121 navires seulement, représentant un tonnage de 517.000 tonnes (Norvège 50 %, Grande-Bretagne 17 %).

Aujourd'hui, le tonnage sous pavillon grec s'élève à 6.800.000 tonnes tandis que le tonnage de propriété grecque, sous différents pavillons, se chiffre à 6.300.000 de tonnes, soit en tout, la Grèce dispose d'une marine marchande de 13.100.000 tonnes.

Considérant les faits précités, qui prouvent d'une façon indiscutable l'intérêt primordial que la Grèce porte à la marine marchande, et vu surtout le caractère de son commerce maritime, qui évolue sur le marché mondial sous la forme d'entreprise libre sans la moindre possibilité de protection nationale, il est clair que notre pays, plus que tout autre, a besoin de l'unification du Droit Maritime et doit servir cette cause avec le plus grand effort.

Le trafic maritime international augmentant sans cesse n'est pas compatible avec l'anarchie du droit qui se produit quand différentes législations sont applicables au même cas.

L'idéal serait, comme il a été tant de fois déjà dit, qu'il existe une seule loi, un seul tribunal, et par conséquent une seule solution dans tout différend. Espérons et souhaitons que cet idéal soit atteint de nos jours.

C'est avec une foi complète dans ce grand idéal que notre Association travaille au sein du Comité Maritime et en son nom, qu'il soit permis d'exprimer les voeux les plus sincères pour la réussite de la « Conférence d'Athènes » qui laissera des traces profondes dans l'œuvre de l'Unification du Droit Maritime, entre autres en proclamant « Les Règles d'Athènes » sur les Staries et Contrestaries.

Je remercie profondément le Gouvernement hellénique dont le Président, M. Karamanlis, a bien voulu, dès le premier moment, accorder à notre Association tout son appui et son concours pour la réussite de cette Conférence.

Nous exprimons également toute notre gratitude aux différents organismes qui ont bien voulu faciliter notre tâche.

Enfin, je me suis réservé le droit d'exprimer tout spécialement nos sentiments de reconnaissance à M. le Recteur et au Sénat de l'Ecole des Sciences économiques et commerciales, qui ont bien voulu mettre à la disposition de notre Conférence pour ses travaux, les salles et les locaux de l'école.

Je prie Monsieur le Président du Comité Maritime International de bien vouloir prendre la parole.

**M. Albert Lilar, Président du Comité Maritime International.**

Sire,

Le premier et le plus agréable devoir du Président du Comité Maritime International est d'exprimer au Roi et au Gouvernement hellénique sa gratitude pour l'accueil qui est réservé à la Conférence et pour l'exceptionnel intérêt que les autorités helléniques lui témoignent.

Que sa Majesté veuille trouver dans l'expression de nos remerciements l'affirmation de nos sentiments d'estime et d'affection pour le pays qui nous fait l'honneur de nous recevoir.

Sa seule présence nous permet d'aborder nos travaux avec la certitude qu'ils se dérouleront dans une atmosphère de compréhension propice au but que nous poursuivons tous ensemble : l'unification du Droit de la Mer.

Depuis plus de 60 ans le Comité Maritime International s'efforce de réaliser dans le domaine du Droit de la Mer tout ce que l'on peut attendre de la collaboration de nations inspirées par le même objectif et profondément désireuses de le faire aboutir. Notre Association qui groupe aujourd'hui 26 Associations nationales de Droit Maritime est sans doute une des dernières, et l'on peut le regretter, à pratiquer une méthode de travail qui s'est révélée particulièrement féconde, à savoir : la préparation approfondie des questions dont elle s'occupe par les intéressés aux-mêmes avant que les groupements officiels n'en soient saisis à l'échelon gouvernemental ou diplomatique, méthode féconde parcequ'au cours de ses travaux le Comité n'a cessé de grouper pour tous ceux qui, à des titres divers, juristes ou praticiens, ont contribué par leurs vues personnelles à l'étude des sujets traités.

Il n'est pas présomptueux de dire que grâce à cette méthode le Comité Maritime International a pu apporter à l'œuvre de l'unification du Droit, qui est un aspect de l'effort de rapprochement des peuples, une contribution, peut-être modeste, mais certaine. Il a su grouper dès sa constitution des hommes profondément pénétrés de la nécessité pour les peuples de se comprendre pour pouvoir se rapprocher et décidés à apporter le meilleur d'eux-mêmes à ce rapprochement dans le domaine du Droit de la Mer.

Douze conventions internationales de droit maritime portées devant la conférence diplomatique de Bruxelles après avoir été préparées par le Comité Maritime International, ont été signées. Certaines d'entre elles ont été ratifiées par de nombreux pays et s'il est permis d'exprimer à l'occasion de cette séance solennelle un vœu, c'est de voir parmi les puissances maritimes se manifester un mouvement de ratification qui ne peut que favoriser la réalisation de nos objectifs communs.

La dernière en date des conventions préparées par le Comité Maritime International a été signée en avril 1961 au cours de la session de la conférence diplomatique de Bruxelles par 23 pays y compris la Grèce : c'est la convention internationale pour l'unification de certaines règles en matière de transport de passagers par mer. Déjà à la conférence du comité de Madrid en 1955 ce projet avait été examiné pour être repris et mis au point à la conférence diplomatique de 1957. Il a abouti l'an dernier et a atteint le stade des réalisations sur le plan gouvernemental.

Depuis la Conférence de Rijeka en septembre 1959, les travaux du Comité Maritime International ont reçu une autre consécration exceptionnelle. Le projet relatif à la responsabilité des exploitants de navires nucléaires a éveillé l'intérêt et créé une émulation heureuse au sein de l'Agence Internationale de l'Energie Atomique de Vienne. Il en est résulté une collaboration fructueuse qui a abouti à la présentation, lors de la conférence diplomatique de Bruxelles en avril 1961, de deux textes jumelés se complétant sur divers points. A son tour, la conférence diplomatique a amalgamé les deux projets et les a fondus en un texte nouveau qui reprend tous les principes et les données essentielles qui se sont dégagées de nos travaux. Une commission internationale désignée par la conférence diplomatique s'est livrée à un nouvel examen approfondi du projet de la conférence et a accompli un travail de sondage en profondeur auprès de tous les gouvernements participants à l'effet de pouvoir proposer à la conférence diplomatique, qui se réunira à Bruxelles le 14 mai prochain, un rapport complet sur tous les problèmes dont la solution a été tenue en suspens.

Le succès de notre collaboration avec l'Agence Internationale de l'Energie Atomique nous permet d'entrevoir pour la préparation de sujets qui relèvent à la fois du droit maritime privé et par certains aspects du droit international public, une collaboration avec des instances intergouvernementales, pour autant que nos structures et nos méthodes de travail traditionnelles n'en soient pas affectées.

La Conférence d'Athènes, qui s'ouvre aujourd'hui ne le cède en rien à nos Conférences antérieures par l'importance des sujets qui y seront traités. Le nombre de délégués qui participent à nos travaux est un signe certain de l'intérêt qu'elle suscite.

Qu'il me soit permis de les évoquer très sommairement.

La Conférence traitera des « Dommages-intérêts en matière d'abordage », sujet introduit par notre regretté collègue Léopold Dor en 1957 et repris ensuite par James Paul Govare qui nous présente un avant-projet de rapport international et un avant-projet de Convention.

L'étude des « Lettres de Garantie » entreprise il y a bientôt huit ans à l'initiative de l'Association Britannique de droit maritime et poursuivie par l'Association Américaine a fourni le thème des résolu-

tons de Madrid et de Rijeka. La Conférence d'Athènes sera appelée à donner de nouvelles directives à la Commission Internationale.

Le Professeur Georgio Berlingieri est la cheville ouvrière de la Commission Internationale qui s'occupe du « Régime international des navires dans un port étranger ». C'est le rapport établi récemment par une Commission restreinte, réunie à Gènes en novembre 1961, qui sera à la base de nos échanges de vues.

C'est encore le Professeur Georgio Berlingieri, président de l'Association italienne de droit maritime qui préside la Commission internationale concernant l'« Enregistrement des navires ». Depuis Rijeka les Associations nationales ont fait connaître leurs points de vues respectifs, parfois divergents, qui néanmoins permettront de dégager, j'en suis convaincu, une tendance générale, visant à élargir les débats plutôt qu'à en limiter la portée.

Deux sujets nouveaux figurent à notre ordre du jour : la « Coordination des Conventions sur la limitation et les hypothèques » d'une part et le « Demurrage and Despatch Money » d'autre part.

La signature à l'issue de la Conférence diplomatique de Bruxelles de 1957 d'une Convention sur la « Limitation de la responsabilité de propriétaires de navires de mer » a mis le premier de ces sujets en vedette : il apparaît opportun de mettre cette Convention en harmonie avec celle relative aux Priviléges et Hypothèques Maritimes de 1926. Cette tâche a été confiée à une Commission présidée par notre collègue Jan Asser, qui fera rapport à la Conférence d'Athènes.

Quant au second sujet c'est à l'Association de Droit Maritime des Pays-Bas que revient le mérite d'avoir rédigé le premier document de travail, un questionnaire en seize points il y a quelque deux ans.

Ultérieurement le Bureau Permanent, réuni à Bruxelles, a chargé James Paul Govare de préparer l'étude des questions relatives au « Demurrage and Despatch Money ». Le président Govare s'est aussitôt mis au travail et a rédigé un avant-projet de Règles uniformes destinées à interpréter certains termes d'usage courant dans les contrats d'affrètement et dans plusieurs cas à définir les obligations du fréteur et de l'affréteur sous l'empire de ces termes.

Le dernier sujet dont nous traiterons à Athènes est la « Responsabilité des Transporteurs de Bagages » esquissé à Madrid et dont Monsieur le Professeur Braekhus, Président de l'Association norvégienne a préparé l'étude complémentaire par l'établissement d'un rapport, d'un questionnaire et d'un premier projet de Convention Internationale.

L'énumération de ces matières montre à quel point les travaux que nous poursuivrons à Athènes seront importants.

Qu'il me soit permis, à cette occasion, de dire à cette Assemblée solennelle toute la reconnaissance du Comité Maritime International à ceux qui ont apporté à ces travaux un dévouement et une compétence incontestables.

Nombreux sont malheureusement ceux qui depuis notre dernière Assemblée nous ont quittés.

Deux vice-présidents du Comité Maritime International sont récemment décédés non sans nous avoir légué dans le domaine du Droit Maritime une œuvre impressionnante et internationalement valable.

Léopold Dor est mort le 14 décembre 1960 dans sa propriété de Cannes. Né à Marseille il avait consacré toute sa vie au Droit Maritime. Dès 1922 membre titulaire du Comité Maritime International, secrétaire général, ensuite vice-président, il laisse une œuvre considérable. Que l'on songe que sa Revue du Droit Maritime comparé qu'il dirigea de 1923 à 1940, se compose de quarante volumes de plus de 600 pages et de dix-sept volumes de suppléments. C'est une source inégalable pour l'étude du Droit Maritime de cette époque. Fondateur de la branche française de l'International Law Association il prit une part prépondérante à la discussion des Règles d'York et d'Anvers. Jusqu'à la fin de sa vie il entendait être activement des nôtres. Il présidait la Commission Internationale des « Dommages intérêts en matière d'Abordage » et dans une de ses dernières correspondances il exprimait le désir que cette question, à laquelle il s'intéressait particulièrement, fût discutée à Athènes. N'était-il pas par ailleurs l'auteur de deux ouvrages écrits à un long intervalle mais qui témoignent chez Léopold Dor de son attachement à la Grèce. En 1937 il publiait « Des lettres de Grèce » et en 1953 il écrivait, quelques années avant sa mort un ouvrage consacré à sa ville natale, Marseille, intitulé « Marseille, cité Grecque ».

Le second vice-président que nous avons perdu tout récemment, le 13 mars de cette année, Monsieur Frederic Sohr était lui aussi une des grandes figures internationales du Droit Maritime et des Assurances. Professeur à l'Université de Bruxelles, président de grandes Compagnies d'assurances, Frederic Sohr, qui était un esprit aussi profond qu'original, laisse chez chacun de ceux qui l'ont connu le souvenir d'un homme de bien, d'un esprit éclairé et d'un professeur incomparable. Il laisse chez ses nombreux étudiants — et puis-je rappeler que Monsieur le Président de l'Association hellénique et moi-même fûmes parmi eux — un souvenir profondément ému.

Les pertes subies par le Comité Maritime International, parmi les personnalités de très grande valeur, sont nombreuses.

Mr. Arnould Knauth became a titular member of the International Maritime Committee in 1937. He was born in New York City seventy two years ago and all through his life he took the greatest interest in the problems of national and international maritime law.

He was a member of the Bar and a professor at the New York University. His fame went far outside the boundaries of his country as the author of « Ocean Bills of Lading » which he wrote in 1937 and as the editor of such world wide renowned and learned law reports

as « Benedict on Admiralty », « American Maritime cases », « Digest of United States Maritime Law », « Griffin on Collision », « United States Aviation Reports », and many others.

His contribution to the activities of the International Maritime Committee has been considerable. He had his personal way of thought and expression and the courage of supporting most vigorously the views he was convinced that were right, even in the face of the strongest opposition.

We also lost Mr. John Prizer another Admiralty attorney in New York and partner in the firm of Thacker, Proffitt, Prizer Crawley & Wood.

He was Chairman of the Maritime Law Association of the United States in 1947 and he became a titulary member of the International Maritime Committee in 1949.

He contributed most actively to the success of the Amsterdam and Naples Conferences. He deserves our unanimous consideration for the interest he always took in the unification of International Maritime Law.

La liste est longue : Monsieur Amedeo Giannini, Président de l'Association italienne de Droit Maritime, dont le souvenir est vivace parmi nous et qui fut une personnalité hors pair.

Messieurs Georges Marais  
Hendrik Ameln  
Pierre Lesueur  
Pritjef Nordborg  
Carl Erik Armansson  
Hugo Brandt

Je ne puis, après avoir dit toute notre tristesse à l'évocation de ces amis perdus, m'empêcher d'y ajouter un mot à l'occasion du départ de nos réunions de deux amis particulièrement appréciés : Sir Gonne Pilcher et Jean de Grandmaison.

Aucun de nous ne dira suffisamment l'extrême distinction, la finesse d'esprit et la grande compétence de cet éminent magistrat britannique qui a su allier dans les rapports avec ses collègues du Comité Maritime International une autorité sans conteste à une affabilité faisant de tous ses collègues de réels amis.

Jean de Grandmaison était le type de l'avocat, spécialisé sans doute dans les matières maritimes, mais dont la spécialisation et la grande compétence n'avait en rien diminué la fougue, ni l'éloquence de la barre.

Qui de nous ne se souvient de son apostrophe à la Barre de Rijeka lorsque nous mettions à l'étude le problème de la responsabilité en

matière de navigation atomique et que certains se demandaient si la navigation atomique devait bien être étudiée déjà parce qu'elle n'était pas compétitive. Jean de Grandmaison enleva l'opinion de l'Assemblée en s'écriant : « J'ai déjà vu cet argument quelque part au moment où l'on mettait à la mer le premier navire propulsé par des machines. L'on s'était aussi opposé à l'étude de ce mode de transport en disant que ce transport n'était pas compétitif puisque le vent était gratuit. »

Après les départs, des arrivées. Notre Comité depuis la dernière Conférence s'est agrandi. Deux adhésions nouvelles nous sont acquises. L'Association Mexicaine de Droit Maritime et l'Association Indienne de Droit Maritime, qui toutes deux apporteront, nous en sommes sûrs, un puissant appui à nos travaux.

Je voudrais maintenant me retourner un instant vers le Président de l'Association hellénique de Droit Maritime pour lui dire à quel point nous sommes heureux de nous trouver ici à l'invitation de l'Association qu'il préside avec autorité.

Dans le procès-verbal de la réunion du Bureau Permanent qui s'est tenue à la clôture de la Conférence de Venise en 1907 nous trouvons la mention suivante : « Nous sommes informés de ce qu'en Grèce une Association Nationale vient d'être fondée, l'Association hellénique de Droit Maritime dont le Bureau est constitué comme suit :

*Président* : Monsieur Embericos, Ministre de la Marine.

*Secrétaire-Général* : Monsieur Typaldo-Bassias, Vice-Président de la Chambre des Députés.

Les adhésions y sont nombreuses. »

Les Conférences du Comité Maritime International qui se sont tenues au cours des années suivantes voient apparaître une délégation de l'Association hellénique. Puis les années passent. Les événements internationaux relâchent les liens entre les juristes maritimes helléniques et le Comité. Au lendemain de la guerre, après dix ans de silence, le Comité reprend ses assemblées. Nous rencontrons à Amsterdam en 1949 Monsieur Kyriakos Spiliopoulos et sans doute ne m'en voudra-t-il pas si avec une insistance peut-être un peu vive je l'ai à ce moment incité à provoquer un regroupement des juristes maritimes helléniques et à tenter de rétablir une collaboration à laquelle nous attachions un si grand prix.

1951 : l'Association hellénique sous la présidence de Monsieur Alexandre Tsirintanis reprend ses travaux. Monsieur Spiliopoulos en est le secrétaire général.

Madrid 1955 : nous y trouvons actifs et agissants Messieurs Spiliopoulos, Potamianos, Lemos et Mathenitis.

Rijeka 1959 : Messieurs Spiliopoulos, Potamianos, Macrymichalos et Valsamakis.

Et aujourd’hui c'est chez vous, Messieurs, que nous poursuivons nos travaux. C'est avec votre collaboration que demain nous entamerons nos nouveaux sujets et nous préparerons la Conférence de Stockholm qui a dès à présent à son ordre du jour deux problèmes importants : « Les hypothèques sur les navires en construction » et la mise au point des Règles de la Haye et des problèmes concernant les connaissances.

Est-il étonnant, Messieurs, que nous fondions sur vous, membres de l'Association hellénique, les plus grands espoirs. N'est-il pas normal que vos traditions millénaires doivent vous amener parmi les plus actifs d'entre nous. N'est-il pas vrai que vous êtes depuis toujours des navigateurs et s'il faut en croire le poète des poètes qu'au Treizième siècle avant notre ère pour faire le siège de Troie vous aviez converti en transports de troupe 1177 vaisseaux noirs, fins, bien équipés dont seuls les 12 navires du divin Ulysse, l'astucieux, se distinguaient par leurs joues rouges.

Votre flotte, me paraît-il, n'est pas restée stationnaire puisque en 1962 de notre ère, après bien des malheurs et l'anéantissement presque total au cours de la dernière guerre mondiale, les navires, propriété grecque, totalisent 1857 unités avec un tonnage brut de quelques treize millions de tonneaux.

Votre esprit d'entreprise vous a inspiré un nouveau code maritime dont de nombreuses dispositions s'inspirent des Conventions de Bruxelles.

Sire, Mesdames, Messieurs, il est d'usage de terminer un discours d'ouverture par l'hommage à la Nation qui a la courtoisie de vous recevoir.

Sans doute cette tâche est-elle aisée lorsque cette Nation est la Grèce et la ville, Athènes. Il n'y a d'autre peine à prendre que de calquer son éloge sur les effusions de l'un ou de l'autre grand voyageur. Permettez-moi de sortir de cette routine. Il en est d'Athènes comme de ces images miraculeuses qui, à force d'avoir été vénérées, sont tellement enduites de sacré qu'on ne voit plus ce qu'il y a dessous. On oublie parfois ce qu'elles représentent. Ai-je tort, de penser qu'Athènes vaut bien que nous nous dégagions du mythe d'Athènes ?

Ai-je tort de croire qu'elle est assez grande pour être regardée en pleine lumière et pour mériter notre présence d'esprit.

Cette Athena qui protégeait et représentait cette ville, n'était-elle pas avant Thémis la déesse de la justice en même temps que de l'intelligence. Elle n'était pas non plus indifférente à la mer et à la navigation puisque c'est elle qui présida à la construction de la flotte des Argonautes. Et ce droit, cette justice auxquels nous travaillons, que nous essayons dans la mesure de nos moyens de dégager de ses obsta-

cles ne fut-il pas dans cette cité l'objet d'un culte si grand que la première chose que l'on enseignait aux enfants, si nous en croyons Platon, c'était de distinguer le juste de l'injuste.

Si Rome, quelques siècles plus tard, devait nous donner le modèle de ses lois et de sa technique juridique, sachons que c'est à Athènes que nous devons l'idée du Droit

En nous réunissant ici nous n'avons par le droit d'éclater cette tradition grandiose et devons féliciter la Grèce nouvelle d'avoir su la reprendre et la maintenir si dignement.

Permettez-moi en terminant de vous redire la gratitude du Comité Maritime International de l'avoir reçu chez vous et de lui donner le spectacle simultané de l'amour de la mer si puissamment ancré au cœur de tous les Hellènes et d'une inégalable hospitalité.

**S. M. le Roi Paul de Grèce :** J'ai le plaisir de déclarer ouverte la XXV<sup>me</sup> Conférence du Comité Maritime International. Je vous souhaite à tous la bienvenue en Grèce et le bon succès à vos travaux.

*Monday, 16th April, 1962*

## OPENING PLENARY SESSION

Chairman : President Albert LILAR

**The President** (Translation) : First of all, I would like to welcome the delegates who have come in number to our Athens Congress, being under the delusion that they have come here to take part in our work, and I hope that in spite of the fine weather, we shall be able to count on their active and immediate collaboration which will start, I hope, this very morning.

Gentlemen, the work of this Conference presents itself in somewhat unusual conditions, to this effect that the seven topics the Committee has put on the agenda of our Athens meeting call, all seven, for a brief restatement which shall have to be done in committee.

Your Bureau Permanent therefor met yesterday evening to consider the best way to approach the work in committee and to carry on the study thereof in plenary session. This is the programme at which it has arrived.

For each subject, we shall set up a subcommittee which will proceed with a first exchange of views. It will be possible to hold a meeting on four of the subjects as from the end of this morning, under the following conditions. If you will kindly take note of this, it will be possible to proceed immediately with the carrying out of the programme.

The first topic, the question of damages in collision cases, will form the object of an exchange of views in subcommittee, under the presidency of Mr. Asser, President of the Dutch Delegation. A second topic, Demurrage and Dispatch Money, will be examined in subcommittee, under the presidency of Mr. Govare. A third topic, the liability of carriers of luggage, will be examined in a third subcommittee, under the presidency of Mr. Braekhus, President of the Norwegian Delegation. Thereafter, the topics : registry of ships and international status of ships, will form the object of a study by a fourth subcommittee, under the presidency of Mr. Berlingieri.

As regards the two other subjects, the letters of indemnity and the coordination of the conventions on limitation and on mortgages, they will be examined, the first under the presidency of Mr. Gyselynck and the second, under the presidency of Mr. Asser respectively.

As soon as a subcommittee will have ended its study or arrived at a stage of progress it will deem sufficient so as to approach a restatement in plenary session, its President will kindly inform at once the President of the Conference or the Secretary-General, so as to allow us to immediately arrange a meeting and a plenary discussion.

Gentlemen, your Bureau Permanent which met yesterday evening, as I was saying a few minutes ago, has been able to proceed to various nominations that I feel I ought to bring at once to the knowledge of this Assembly.

I beg to say that the first nomination is particularly important : it is the nomination of a Vice-President to the C.M.I., who will succeed Sir Gome Pilcher whose retirement I have recalled yesterday and who has made known his irremediable will to retire from the C.M.I. activities.

The unanimous selection of the Bureau Permanent, on the motion of the representative of the British Maritime Law Association, turned to one of our most loyal, regular and competent members, Mr. Cyril Miller, as yet Hon. Secretary-General of the C.M.I. (Applause).

I think I may interpret your applause by conveying right away, in the name of this Assembly, our unanimous congratulations to our new Vice-President.

I have already expressed, in your name, all our regrets to the retiring Vice-President, whose eminent qualities we have all appreciated for many years.

I would also like to inform you that a new member has been elected to the Bureau Permanent, Mr. Gottschalk, representative of the Delegation of Israel, to whom I repeat here in plenary session the wishes of welcome I was offering him yesterday evening. (Applause).

Ladies and Gentlemen, your Bureau Permanent, as it is fitting when we hold an international conference, has also examined the candidatures of a number of personalities belonging to the various nationalities which participate in our work and wish to put these persons forward in the capacity of Titular Members of the C.M.I. Since yesterday evening, the Bureau Permanent have been able to grant their consent to the nomination of several of these personalities. Before mentioning their names, I want to say that we wish that the Hellenic Association and maybe some other associations, will give us, in the course of this Conference, the names of the persons who they believe to be particularly qualified, the Bureau Permanent still having to hold a meeting before the end of the Conference.

Here are the names of the personalities we have accepted as Titular Members :

For Spain, Mr. Sole de Sojo, of Barcelona, eminent personality of the Spanish Maritime Law World. (Applause).

For the United States of America, Mr. Wilbur Hecht, who we all know for the collaboration he has brought formerly. I feel I am not giving away any secret when I say that he is one of the Presidents to be of the American Maritime Law Association. (Applause).

For Sweden, we have retained two names put forward. First of all, the candidature of Mr. Rainer Hornborg, Underwriter at Stockholm, who took part on several occasions in the work of the C.M.I. and attended the Diplomatic Conference of Maritime Law, and secondly the candidature of Mr. Stern Rudholm, Attorney-General in Sweden, who took part in the work of the Vienna Conference on nuclear ships and attended the 1961 Diplomatic Conference. These two personalities will therefor rank among our Titulary Members.

Belgium has also put forward a new Titulary Member in the person of Mr. André Vaes here present, whose activity during our meetings is well known to all and who took a particularly eminent part, not only in our work, but also in the work of the Diplomatic Conference of Maritime Law. It is my great pleasure to tell him how his friends and his compatriots among us all, are happy of his nomination.

The Swiss Delegation which have emphasized their extreme modesty for they only count one Titulary Member with the C.M.I., have put forward a second personality of the Swiss world dealing with maritime problems, Mr. Duttwyler who, together with Mr. Muller, our colleague since long, will, with your leave, represent Switzerland in the assembly of our members. (Applause).

Ladies and Gentlemen, this is the list of the names of the personalities we welcomed here yesterday evening. I don't have to confirm that which you have just approved. We greet all these new members with a very special feeling of welcome.

We also attended to the appointment of the Bureau of the Conference in compliance with our tradition and our statutes. The Bureau of this Conference is statutorily presided over by the President of the C.M.I. Yesterday evening, the Bureau Permanent has asked our friend Mr. Spiliopoulos, President of the Hellenic Maritime Law Association, to accept, as we did previously at Rijeka for our friend Mr. Brajkovic, to act as Vice-President of the Conference. He has accepted and I thank him. (Sustained applause).

The Hellenic Association has kindly accepted, on our request, to appoint as Secretary-General, by the side of Mr. Van den Bosch, Secretary-General of the C.M.I., Mr. Potamianos who will serve in this capacity with the competence we all know. (Sustained applause).

As for the other Secretaries of this Conference, they will be, with your leave, Mr. Van Varenbergh, Mr. Stratigis and Mr. Karatzas who, from the very first moment, and with much obligingness, have promoted the starting of this Conference. The Treasurer of the C.M.I. is

Mr. Gyselynck whose presence should never be neglected, and Mr. Voet participates very intensively in the organization and the administration of our Secretariat.

With your permission — and I presume there will not be any fierce opposition in this Assembly — we can immediately close the opening session.

*Wednesday, 18th April, 1962*

## PLENARY SESSION

Chairman : President Albert LILAR

### ASSESSMENT OF DAMAGES IN COLLISION CASES

**The President** (translation) : We are meeting this afternoon to hear the reports of the Subcommittees which have achieved their work.

One of them, the Subcommittee on damages in collision cases, presided over by Mr. Asser, is ready to submit its report which will be opened to your exchange of views.

I will now ask Mr. Asser to come to the platform and report on the work of his Subcommittee.

**Mr. J.T. Asser**, the Netherlands, President of the International Subcommittee : Mr. Chairman, Ladies and Gentlemen, I thought it preferable to make a short report which I will give in English. If it is your desire, I will follow it up by a short French translation.

It will perhaps not come to you as a great surprise when I begin by saying that the Committee over which I had the honour to preside did not produce a draft convention on the assessment of damages in collision cases. Although we are in this very happy country which created at least one of the world's wonders, we did not achieve such a wonder in our Committee. On the other hand, we have reached certain modest results which I will sum up briefly as follows.

In the first place we discussed at some length what I would call the paramount problem, namely, whether or not an international convention on this topic would be either necessary or desirable. After hearing the opinions expressed by delegates representing some 15 national associations, who at the same time gave to the Committee an extremely useful outline of the law as practised in their several countries, it appeared that there was a small majority in favour of preparing an international convention. However — and this I should stress at the outset — this majority was so small — if I count correctly it was a majority of only one — and moreover in certain cases the ayes were qualified, in my opinion it was prudent, and a matter of wise policy, to consider the problem as to whether or not an international convention should be envisaged as remaining entirely open.

On the other hand it emerged quite clearly from the discussion that a large majority of the Committee was in favour of discussing, and if possible stating, certain general principles in this field — principles which are either already, or could be made, of universal application. The idea behind this way of proceeding was that if it were possible to reach agreement on a number of such general principles, this might serve as a basis for further discussion and study by the International Maritime Committee, and might enable our organization finally to make up its mind as to the problem of whether or not it should go ahead with preparing an international convention.

Another fact that emerged from the discussions was that although in many countries the legal approach and the legal concepts — especially those in connection with causation — may be different, yet in practice the results would to a great extent seem to be similar. This fact — which was revealed by the information given by the delegates on the Committee — in itself should not be surprising considering that both under the law of the Anglo-Saxon countries and under what I would call the Continental systems of law, there seem to be no specific rules governing the consequences of a collision as distinct from those applying generally to the consequences of a tort.

Now the Committee agreed on the following five principles, the first three of which were formulated by the Committee. I use the word « formulate » and not the expression « draft » because the Committee merely tried to enunciate in each case the principle concerned, without attempting to prepare what might be called a legal text.

The first principle, on which there was immediate and unanimous agreement, concerns the so-called *restitutio in integrum*. I cannot do better than read you this principle, which is very simple. Here it is : « The party who has sustained damage by collision is entitled to be put as far as practicable in the same position pecuniarily as if the injury had not been suffered ».

Also the second principle caused no difference of opinion whatsoever. It reads : « The victim must always mitigate the damage if he can reasonably do so ».

It was the third principle which proved to be controversial, and therefore more difficult. It concerned the famous question of causation. After a lengthy discussion the Committee decided to form a sub-committee which, under the able Chairmanship of M. André Vaes, produced in an astonishingly short time a text which met with unanimous approval. It is very short. Here it is : « The wrongdoer shall be liable for damage which can be reasonably attributed to his wrongful act ».

I will not fatigue the meeting with telling you the various discussions which took place, the various legal approaches in connection with this particular problem. The actual text which I have distributed is a compromise.

We have two further principles — numbers 4 and 5 — which were also unanimously accepted, but a text as such was not formulated by the Committee.

According to this fourth principle, any convention to be adopted in this field should tie up with Article 1 and Article 13 of the 1910 Convention on collisions; that is to say, that as regards Article 1, such new convention should apply to property due for damage caused not only to vessels and to anything on board such vessels, but also to persons on board the ships. In other words, a new convention, if made, should also apply to compensation for loss of life or personal injuries in consequence of a collision.

The fifth and final principle is equally simple. It states that nothing in the principles just stated, and therefore nothing in the new convention, should in any way be considered as amending or prejudicing the application of existing maritime conventions, such as the 1910 Collisions Convention, the 1957 Convention on Limitation of Liability, the Convention of 1924 on Bills of Lading and the 1961 Convention on Passengers.

Before terminating this short report I should add that a number of other points were proposed by certain delegates, which points however the Committee provisionally decided not to formulate as general principles but to reserve for further and future consideration.

These questions concerned in the first place the assessment of the quantum of damages, such as the valuation of a ship when lost and the cost of repairing the ship when damaged; the valuation of cargo, lost or damaged; the valuation of loss of life and personal injuries remains, and two other points which were neither discussed and which concerned in the first place loss of profits, both in the case of the total loss of a ship and in the case of a ship being damaged; and finally, all questions in connection with foreign exchange and foreign exchange restrictions whenever the claims for compensation are expressed in another currency.

I repeat that the Committee, when deciding not to include these matters in a general principle already stated, did not mean that they should not be considered at some later date.

From what I have said you will understand the reasons why the Committee did not, so far, study the draft convention and preliminary report which was prepared by M. Jean Warot, but this does not mean that we are not very much indebted to him for the remarkable work which I understand he has achieved in a very short time. In fact this work has been of great assistance to the Committee and helped us to clarify and co-ordinate our ideas.

I would not finish without expressing my gratitude to all the members of the Committee who, without exception, have greatly contributed to our work, even those who on principle were opposed to the adoption

of a new convention. More particularly I wish to thank once more M. André Vaes for what he has achieved as Chairman of the sub-committee, and M. Warot who, as Rapporteur, assisted me as Chairman throughout the Committee's sessions with unflagging energy.

Here is a short draft resolution which I think embodies in a very few words the results of our work. I think you have it before you. It reads as follows : « The Conference, having heard the report of the International Sub-committee on the Assessment of Damages in Collision Cases, considering that the problem requires further study, resolves that such report be sent to the national associations for consideration and requests these associations to express their views thereon, and instructs the International Sub-committee to continue the study of the topic and report again to the next International Conference ».

**The President** (translation) : I feel certain that you will unanimously agree to thank Mr. Aser for his excellent report. Before asking this Assembly to pronounce its decision on the submitted Draft Resolution, I will now invite the members of the delegations who are prepared to come to the platform on this topic, to introduce themselves by name.

**Mr. Pitois** (translation) : Mr. Chairman, Gentlemen, the French Delegation is unanimous to pay a tribute to the work of the Sub-committee and to the results it has achieved. However, our delegation will venture a remark on the wording of the resolution which is submitted. It looks as if the wording reduces to lessen the work and the results achieved.

It would seem that for the progress of the work and in order that same become fruitful, henceforth, it would be advisable to insert in the resolutions that which has been achieved and for this reason, I propose to this Conference to adopt the following amendment text :

« Upon hearing the report of the international Sub-committee instructed to study the assessment of damages in collision cases, the Conference has formulated the three following principles ». As for the other two principles which were reserved, I will immediately observe that the aforesaid principles are met with in nearly every convention and do not deal with the very bottom of the matter. Therefore, these three principles, as a whole, are self-sufficing.

Then we go on : « Nevertheless, the application of these principles requires further study... » and the remainder, with no alteration.

**Mr. Hollenfeltz du Treux**, Belgium (translation) : The Belgian Delegation is completely in agreement with the proposed resolution and with the amendment you have just heard. Our delegation is all the more happy as the carrying of the three principles which have just been formulated, crowns exactly what we were wishing to achieve.

We ourselves had already formulated these three principles in our motion in a somewhat different wording, but the fundamental ideas remain the same. One might say that it does not change much since these three principles have already been adopted in practice by nearly all the Nations represented at this Assembly.

I feel, however, that it is of considerable utility, for we should not overlook that in the stirring world we are presently living, a good many new nations have attained self-government or are going to attain it in the coming years. These new nations have no maritime law. They will certainly need one, for each new country wants to have its own merchant fleet, it being for them a matter of prestige.

We shall therefore have to face Nations without past, as far as jurisprudence is concerned, without maritime law principles and very often without even the same principles of liability as the old nations.

In my opinion the main point was for the C.M.I. to define in concrete, concise and complete terms the three principles which form the basis of liability in matters of compensation of damage suffered through collision.

I am therefore very pleased to see that we have achieved this result unanimously.

Gentlemen, I would not like to close without paying a tribute to Mr. Asser for the manner in which he has guided these debates. Same were not always easy and Mr. Asser has avoided both confusion and antagonism, for the most opposing views have been expressed before him.

Thanks to his unvarying courtesy and to his diplomacy, everything has been settled for the very best. On behalf of the Belgian Delegation, I wish to thank him whole-heartedly. (Applause).

**The President** (translation) : Does anybody request leave to speak on this topic ?

If nobody does, I think we ought to word the final text of a resolution which will be considered as the resolution proposed by the Subcommittee and supplemented by the points just moved by the President of the French Delegation, which points moreover express the conclusions of the Sub-committee.

I think that the only inconsistency, as much as we can call it by that name, is whether those data should be inserted in the resolution or not.

I believe that the expressed wish is that the principles on which we agree should be explicitly inserted in the text, which will become the text of the Conference. I trust I have explained as faithfully as possible the expressed opinion.

Does the Assembly agree to insert in the text of the resolution the principles as set out by Mr. Pitois ? (Approbation).

If so, I invite the Assembly to express its decision to this effect and a text will be submitted to all delegates before we break up this Conference, in order that, fully informed, we may reach a decision.

Adopted.

## REGISTRY OF SHIPS

**The President** (translation) : We now proceed with the examination of the second report submitted to this Plenary Assembly.

I will now call on Mr. Pineus to report on a second topic, the registration of ships.

**Mr. K. Pineus, Sweden** : As you will all know, the Committee was formed under the Presidency of M. Berlingieri to study the problem of the registration of ships in order to make it clear who is actually operating the ships and to safeguard the interests of parties in that respect.

There are different views and different legislation with regard to responsibility — whether it should be the owner of the ship, as in French law, or whether it should be the operator under a bare boat charter, or whether the long-term charterer should be considered the party to whom the third party can resort when hurt.

This problem was discussed and it was felt that it had another aspect which, after the discussion held yesterday under the guidance of M. Berlingieri, became still more interesting.

The Committee appointed a working party to advise it on the problems to be investigated and to make recommendations to the committee on that subject, to which I will come later. M. Berlingieri was unfortunately not able to attend the last meeting of the committee because of other duties, which is the reason why I am here in his place.

The working party has issued a report (Reg A 2). It was adopted with some slight amendments to which I will refer.

The task of the working party, as you will see from the first page of the report, was to examine and make recommendations to the committee on the registration of Charter Parties. We believed that registration should take into account both charterers and third parties, and especially prospective buyers.

To this end we asked ourselves some questions which are enumerated on the first page : 1. Should registration of a charter party be voluntary or compulsory ? 2. What type of charter party should be registered ? 3. What should be the effect of registration ? 4. In which of the following cases the survival of charter parties should be granted : (a) voluntary sale (b) forced sale (c) bankruptcy.

On the first question the subcommittee held the view that the shipowner and the charterer should be allowed to decide for themselves if they wanted to have the charter party registered or not, and that

possibly registration should not take place unless the parties agreed to it.

Then it was felt that it was not the intention to disclose any business secrets, so that only the names of the two contracting parties and the duration of the contract should be given.

The second question dealt with what type of charter party might be registered. It was felt that all types of charters — charter by demise, long-term time charters, charters for consecutive voyages, voyage charters, etc. — should all be allowed to be registered. Disputes as to whether this or that particular type of charter meets the requirements for registration should be avoided at all costs.

Then came the third question — what should be the effect of registration. There it was said that such registration should constitute conclusive evidence of the knowledge of the contract by all third parties. From this it would follow that when a charter party has been registered, it survives to the sale of the vessel; when it has not been registered, it does not survive under the proposed international convention — if we live to see one.

Question 4 asked in which of three cases the survival of charter parties should be granted. In the case of a voluntary sale the working party believed that charter parties should survive to the sale of the vessel provided they had been registered prior to registration of the sale. In the case of a forced sale — it is no secret to anybody who has touched upon it that this is a tricky subject — it was felt that the survival of registered charter parties in case of the forced sale of a vessel was desirable. Although the subcommittee was well aware that serious difficulties might exist as to the applicability of the principle of survival of registered charter parties in the case of forced sale, nevertheless it recommends that this subject should be carefully inquired into with a view to achieving positive results. The subcommittee indicated that only charter parties registered before the registration of the mortgage should be allowed to survive when the sale is executed by the mortgagee.

On bankruptcy it was felt that this was dangerous ground to walk on and that the subject was hardly ripe for international regulation.

The subcommittee also touched upon the problem of the scope of application of a future convention. In this respect both the working party and the Committee suggest that the convention to be should be made applicable in all Contracting States with respect to vessels flying the flag of a Contracting State.

The working party, consisting of six members, was unanimous in the suggestions which have just been outlined to you. However, the delegate from Greece, M. Daniolos, reserved his view as to the desirability of going into the question of whether a convention in this field

is at all desirable, and the German delegate, M. Coeler, wanted to reserve his position on the consequences of non-registration.

Finally the subcommittee drafted a resolution for submission to the Plenary Session (Reg A 3). I will summarise it for you :

The subcommittee requests that the Plenary Session take a vote on the desirability of the further study of the problem I have outlined. Should such a vote be favourable, then the subcommittee would ask whether the Conference would suggest to the Permanent Bureau the appointment of an international committee to undertake this study.

From the historical development which I gave you, you will remember that this question started from quite a different aspect, the registration of bare boat charters and their effect on third parties. The subcommittee has certainly not forgotten that question and asks, if such an international committee is appointed, the Conference will empower it to study the problem of the registration of operators of vessels under various charters and to advise whether this question is worthy of international regulation, either in the same international convention or in a separate one.

This, Mr. Chairman, is the result of the deliberations of M. Berlingieri's Committee, which I have tried to outline to the best of my ability.

**Mr. Van Ryn**, Belgium (translation) : I would like to say on behalf of the Belgian Delegation how pleased we are with the practical results which have been achieved by the Subcommittee, results which have just been summed up very plainly by Mr. Pineus.

The question we were to examine under the somewhat vague title of « Registration of Ships and Publicity » has its origin in the very interesting motion put forward by the Italian association a few years ago.

At the suggestion of the Italian delegation, the various associations undertook a careful and rather long preliminary work and it started in committee with a protracted exchange of views under the presidency of Mr. Berlingieri who has patiently listened to the most opposing opinions from which it soon became evident that although the question was complicated, one point however deserved our immediate attention.

At the outset, the Italian motion had essentially in mind the protection of Shipowners who have granted the exploitation of their ships under long-term charter parties.

The object was to make it clear that the operator should be considered liable with respect to third parties, but it is advisable in that case that the existence of the charter party and the operator's name should be made known to the third parties by an appropriated publicity.

The whole question viewed in the above light had given rise to an exchange of views from which the result achieved was perhaps not

very encouraging for it mainly gave an indication of great difficulties. During the debates, however, it became evident that similar problems were none the less as much interesting and could themselves be more easily worked out. These new problems concerned the protection of the charterer's rights, especially in case of the sale of the vessel. More particularly, it became evident that specially in countries of Anglo-Saxon law, the protection of charterers in case of sale of vessels was a question of existing interest.

It also came to light that on that point it would be more easier to reconcile the views of the various associations. For this reason a restricted working committee was appointed and it is thanks to the hard work of this committee, to which I cannot sufficiently pay a tribute for the work it has achieved in a very short time, that we can now enter upon the study of a distinct problem with the hope of achieving practical results.

The question of the protection of a Shipowner which was, at the beginning, the essential concern of the hirer, remains open; its study should be continued but we are fortunate to be able to put on the foreground of this preparation, a definite draft of the Subcommittee, draft which was thoroughly defined by the working party. The latter has pointed out in its report the questions to be settled and they all appear to be subject to a comparatively easy solution, and I think that the motion put forward by the working committee, whereon the Committee seems to agree, is worth holding our attention. The study of this problem can be entrusted to an international subcommittee.

I would not finish without once more paying a sincere tribute to the members of the Committee, to the President of the Subcommittee and to the President of the working party, Mr. Pineus, but for who no practical result could have been achieved. (Applause).

**The President** (translation) : Does anyone wish to speak about the Subcommittee's report worked out before you by Mr. Pineus ?

If nobody does, we will bring this item of the agenda to a close.

We now move to a third item which is the draft conclusion submitted by the Subcommittee presided over by Mr. Govare.

#### LAY-DAYS, DEMURRAGE AND DISPATCH MONEY

**Mr. Govare, France** (translation) : Mr. Chairman, Ladies and Gentlemen, dear Colleagues, the Subcommittee on the question of lay-days, demurrage and dispatch money met on several occasions and from the very beginning of our conversations, it became evident that before going into all the details of certain practical applications, it was advisable to exchange views on general matters, general principles and in particular, on definitions. During several sessions, a very broad

exchange of views took place whereafter the Subcommittee considered that the work would make further progress if a restricted working committee was set up with instructions to examine the question and submit solutions.

I, therefore, beg to read the conclusions of the restricted working party's report, which were unanimously carried by the Subcommittee's plenary session, with the exception of the second paragraph against which I personally voted.

« The working Subcommittee approve the following report and recommendations :

» 1. We, whose names appear below, were appointed by the Conference Commission in this matter as Working Subcommittee forthwith further to study and report on the most practical approach to the problem of bringing about more international uniformity with respect to demurrage and despatch provisions of Charter Parties.

» 2. As the outset of our Report, we wish to suggest that the Comité Maritime International should record its indebtedness to Maître James Paul Govare for the amount of time he has already devoted towards securing international uniformity in the construction of Clauses in Charter Parties dealing with such matters as the time of loading and discharge and demurrage and despatch and particularly for his work in producing for discuss in the Draft « Athens Rules 1962 ».

» 3. We feel it important to make clear that there is no suggestion that the Comité Maritime International should proceed in this matter by way of the preparation of an International Convention or that it should attempt to interfere with the freedom of negotiations between Shipowners and Charterers : Charter Party negotiations must essentially be left to be dealt with in the commercial sphere and to the representative Organisations of Shipowners and Charterers in the normal way.

We are of the opinion that the Comité Maritime International should be ready to assist in whatever way it can towards furthering the standardization of Charter Party terms and thus minimising as far as possible the area of friction and disputes on the construction of Charter Party Clauses.

» 4. After reviewing the comments of the National Associations and in the light of the discussions in the Conference Commission, we have concluded that the Comité Maritime International might well make a valuable contribution in bringing about international uniformity in Charter Party terms by endeavouring to provide a Code of Definitions of Demurrage and Despatch terms and perhaps some model Charter Party Clauses which could be available as a guide to all interests concerned.

» 5. We, therefore, recommend that the primary objective of the Comité Maritime International, should be to produce what we would prefer to call an « Athens Code of Definitions » (as distinct from « Rules ») of Demurrage and Despatch terms.

» 6. In making this recommendation we recognise, however, the force of the argument that standard definitions in vacuo would have their limitations since any recommended definitions must necessarily be read in the context of the terms of the particular Charter Party concerned.

It is with this consideration in mind that we also recommend that the Comité Maritime International should consider the practicability of producing model Charter Party Clauses to which the definitions could be related, but we regard it as essential that, in the further consideration of the whole matter those Shipowners' and Traders' Organisations, which have for many years been concerned with the framing of Charter Parties and contracts of carriage should be brought into full consultation.

» 7. We suggest that, as the Bureau Permanent may consider appropriate, the Comité Maritime International appoint a Committee to pursue the matter on the lines of our recommendations. »

**The President** (translation) : I wish to thank Mr. Govare for his report.

**Mr. Suchorzewski, Poland** (translation) : Mr. Chairman, Ladies and Gentlemen, I beg to submit in a few words the view-point of the Polish Delegation about the « Athens Rules ».

The valuable initiative of the Dutch association on this topic had been favourably welcomed by numerous national associations which have replied to the questionnaire circulated by the Bureau Permanent of the C.M.I.

In our opinion, this first step has created a solid basis for the work concerning the unification of rules on lay-days, demurrage and dispatch money, just like the York-Antwerp Rules were unified in the past.

At the request of the Bureau Permanent, Mr. Govare has undertaken to prepare a preliminary draft and I once more wish to congratulate him on his valuable contribution to this work.

But the fact that this draft had been given the name of « the rules » has, in my opinion, frightened certain members of our Subcommittee who believed that we wanted to draw up rules of a compulsory nature and so restrict the contractual liberty of the parties in their business.

I do not believe that their fear is justified. The Polish Delegation is of opinion that these rules, let us name them « Athens rules »,

should not in themselves have any compulsive force without being incorporated in the contract by joint agreement.

For this reason our delegation wished to move as first general principle the provision by which the present rules shall only come into operation by the adoption of both parties. In other words that the adoption of those rules establishes the contractual rights which would be compulsory between the participants and would have priority over the local, port and commercial users.

In pursuance of these conceptions, the aforesaid rules would only form a set of uniform rules which, when adopted whether wholly or with specific exclusions, might well promote the conclusions of contracts and avoid the uncertainty of the interpretation; thus give to the contracting parties such assistance as the York-Antwerp Rules did in the field of General Average.

It does not seem to me as if I were alone when I declare that I am convinced that these Athens Rules are very desirable.

What I have just said does not in any way mean that I will oppose the report put before this Assembly by the Subcommittee. It is only to be regretted that the study of this problem did not make more progress.

It is obvious that we must carry on this work in order to achieve better results on this topic.

I would only like to tackle in a few words the very way of the carrying on of our work, with the participation of the Shipowners' and charterers' representatives. I think that this study, even at a preliminary stage, should be solely carried out in the C.M.I. This means that we will not be able to derive benefit from the assistance of foreign bodies, unless as experts, but not as members.

However, I wish to express the hope that all the national associations will have the right to appoint their representative at the next subcommittee which will deal with these problems.

At last and as a close, I would like to mention that the Polish Delegation would be very happy if it were allowed to bring its unpretentious collaboration to this study.

**Mr. Valsamakis, Greece (translation) :** The Greek Delegation has turned its best attention to the preparation of the Athens Rules.

We had thought that by adopting the uniform rules which would be supplements to charter parties and could be adopted by the parties as rules in their contracts, one might reduce to a maximum the various litigations and disputes which arise very frequently during the application of charter parties.

In the course of the debates which took place at Athens, the Hellenic association ascertained that there were rather reasonable objections

that our Committee might enforce certain rules on the commercial and maritime circles. We have also ascertained the importance of the rules adopted by the various bodies which, since years, draft very important documents for the shipping interest. We were unable to contribute to this work ourselves owing to our lack of experience on this subject, and in particular, on lay-days and demurrage, but we consider, however, with the other national associations, that what the representative of Poland has just said is absolutely correct and that we must manage to see that within a very short time, we can achieve a codification of all the rules governing the subject of lay-days and demurrage.

We thank the Subcommittee who has moved to give to these rules, when adopted later on by competent associations, the name originally put forward by the drafters of the draft agreement and in particular, by Mr. Govare.

I repeat that the Greek association is much obliged to you for having been so kind as to give to the Rules the name of the Goddess Athena who presides over this assembly.

**The President** (translation) : I would therefore ask your meeting of Friday morning to express a decision on the foregoing conclusions, at the same time as on the others.

As nobody requests leave to speak, I will now ask our colleague, Mr. Gyselinck, who presides over the subcommittee on the International Status of Ships, to submit to the Assembly the conclusions of his study.

#### STATUS OF SHIPS IN FOREIGN PORTS

**Mr. Gyselynck, Belgium** (translation) : Here is the text of the draft resolution of the subcommittee who attended to the International regime of ships in foreign ports.

« The International Subcommittee on the International Status of Ships in foreign ports recommends that the Athens Conference of the Comité Maritime International should adopt the following resolution :

» The International Conference of the C.M.I. :

a) Taking into consideration the many points of interest which arise in the study of the International Status of Ships in foreign ports, and particularly in regard to the questions relating to the jurisdiction over commercial ships in foreign ports,

b) and taking into consideration the necessity for National Associations to provide comprehensive documentary information on the subject,

c) appreciating that only a limited number of National Associations have so far answered the two questions and that the replies of

other Associations are indispensable if the work of the International Subcommittee is to be continued,

» Invites the National Associations to submit the replies to the questionnaires N° P.O. 1 and P.O. 16 within six months of the date of the end of this Conference.

» Suggests that the Administrative Council of the C.M.I. should take such action as may be thought appropriate to pursue the study already commenced in the International Status of Ships in foreign ports, in accordance with the established procedure of the Comité Maritime International ».

**Mr. Rediadis**, Greece : I would like to make a brief remark regarding the difference which exists between the two texts. I refer to paragraph 2 in the English text where it says that « the replies of other Associations are indispensable if the work of the International Sub-Committee is to be continued ». The French text is « les réponses des autres Associations sont indispensables à la poursuite des travaux de la Commission internationale ».

I am afraid it is an error because the meaning of the two phrases is completely different. One leaves a certain hesitation as to whether the International Maritime Committee will deal with the matter or not. The French text is rather different. I would suggest we change the English text in order to imply that the work of the International Sub-Committee will continue. My impression in the Subcommittee was that we were agreeable that the C.M.I. should study it. It was also the opinion of the Italian and Yugoslav delegations.

**The President** (translation) : The president of the subcommittee agrees with the remarks which were just formed.

If nobody requests leave to speak, I consider the above resolutions as passed.

*Friday, 20th April, 1962*

## CLOSING PLENARY SESSION

Chairman : President Albert LILAR

### RESOLUTIONS

**The President** (translation) : Gentlemen, if you agree, we shall now put to the vote the draft resolutions which we discussed at our last plenary session.

The first item on the agenda is the problem of damages in collision cases (DOM/A/7 and 8). I presume that there is no need to re-read the texts which have been circulated in both languages.

As nobody wishes to make remarks about these texts, I put to your votes the resolution shown on the document DOM/A/7 and 8, concerning damages in collision cases.

Those who are in favour of this resolution will kindly answer yes and those who are against it will kindly answer no.

*Voted in favour* : Germany, Belgium, Canada, Spain, United States, Finland, France, Greece, Israel, India, Italy, Norway, Netherlands, Poland, Sweden, Switzerland, Turkey, Yugoslavia.

*Abstained from voting* : Denmark, Great Britain.

**The President** (translation) : Twenty delegations took part in the vote : the resolution is adopted.

We will now proceed with the examination of the resolution concerning letters of indemnity (GAR/A/6 and 7).

As these resolutions have not as yet been read in plenary session, I will call upon anyone who wishes to speak on this subject.

**Mr. Koelman**, Belgium (translation) : Mr. Chairman, Gentlemen, Mr. Gyselynck, President of the Subcommittee, who is to-day absent, has asked me to read out the resolutions and briefly comment upon them.

« The Conference having taken notice of the report submitted by the president of the International Subcommittee, invites the Administrative Council to instruct the International Subcommittee :

« — to carry on the study of the problem of letters of indemnity and marginal clauses.

“ — to convey to the National Associations the proceedings and the documentation of the C.C.I., concerning bills of lading and letters of indemnity.

“ — to request the National Associations of the C.M.I. to convey the decisions, customs and all other information in connection with problems of letters of indemnity.

“ — to set up a restricted working party to co-ordinate the aforesaid information and to prepare a report for one of the next conferences of the C.M.I. ».

**Mr. Koelman**, Belgium (translation) : The Subcommittee met the day before yesterday for quite a while. We came to the conclusion that although the question is not quite mature, it had however progressed and that all the members wished to enquire into the reports drawn up by the International Chamber of Commerce, and into the decisions of the Jurisprudence, more particularly pronounced by the French and Belgian Supreme Courts, and maybe some others which we are not aware of.

We have decided, once all this information has been compiled, to invite the President to appoint a restricted working group to gather all the data and report at a next meeting of the C.M.I., probably to be held at Stockholm.

We feel that this would be the simplest solution. This is what the President of our Subcommittee asked me to let you know. I act here as his spokesman only. (Applause)

**The President** (translation) : As nobody else wishes to speak on the resolution concerning letters of indemnity, I put the resolution to your votes.

*Voted in favour* : Germany, Belgium, Canada, Spain, United States, Finland, France, Great Britain, Greece, Israel, India, Italy, Norway, Netherlands, Poland, Sweden, Switzerland, Turkey, Yugoslavia.

*Voted against* : Denmark.

**The President** (translation) : The resolution is adopted.

We move to the third item : The international regime of ships in foreign ports.

The resolutions have been circulated in the document P.O.-A, 5 and 6.

**Mr. Rediadis**, Greece (translation) : Mr. Chairman, Ladies & Gentlemen, I utter to say a few words to point out that a small mistake still exists which is, in my opinion, of great importance. The initiative of this text rests with the Italian Delegation who had drawn it up according to the suggestion made by our Subcommittee.

In the proposed text we find the following sentence : « ayant en vue l'intérêt que présente l'étude du régime international des navires dans un port étranger, et surtout celle des questions touchant aux matières de compétence, en ce qui concerne les navires de commerce dans un port étranger ».

(« having in view the interest that the study of the international regime of ships in foreign ports presents, and in particular the study of the questions concerning matters of competence as regards merchant ships in foreign ports ».)

We find this sentence in the Italian draft as in the final text which has been amended by the Greek Delegation. We find this sentence again in the draft worded in conformity with the amendments moved by the Greek Delegation.

Actually, in the text which is now submitted to us, this sentence has been deleted. I remember that when we were in committee, none of the delegations did raise any objections thereupon. Moreover, this sentence points out that it is no more a matter of deciding whether the C.M.I. should or should not, as a rule, attend to this subject, but that it was unanimously decided that the study would be carried on and that the purpose of this study should be the preparation « in concreto » of a text of an international convention.

In consequence, I beg to move that this sentence be put back in its place and inserted in the text submitted to the consideration of this Assembly. If it were not so, the resolution, as a whole, would only express an idle desire.

The idea must become apparent from the text that in the future as at present, we must positively see to find a solution, by the drafting of an international convention draft, failing which our work would only have the form and the meaning of an idle desire.

In conclusion, I propose to add to the paragraph b) the sentence to which I have referred and I propose that this paragraph be finally drafted as follows : « And considering the need of an ample documentation to be provided by the National Associations, with a view to attaining the preparation of an international convention ». (« Et considérant la nécessité d'une ample documentation à fournir par les associations nationales, afin d'aboutir à l'élaboration d'une convention internationale ».)

**The President** (translation) : The Greek delegate moves that in the French text which is submitted to your consideration, at the paragraph b) which reads as follows :

« Considérant la nécessité d'une ample documentation à fournir par les associations nationales », we add :

« afin d'aboutir à l'élaboration d'une convention internationale ».

**Dr. Breuer, Germany** : In the original text we had under paragraph B some additional words saying that we were doing all the work for the purpose of having a convention, but in our working group we decided that we should omit these words because for the moment we do not know if the aim of our work should be a convention or whether there should be one fixing some general principles which could be discussed with the Governments. Therefore, the working party decided to delete the words and I think we could accept the text as it now stands.

**Mr. Sandiford, Italy** (translation) : The committee had felt that it was not necessary to add this sentence, as all our resolutions are intended to become international conventions.

Thank you, Mr. Chairman.

**Mr. Sole de Sojo Vicente, Spain** (translation) : There is an amendment to the paragraph b) which consists to say : « afin d'aboutir à l'élaboration d'une convention internationale ». It is rather vague, it does not show any inconsistencies in the work of our committee on the various topics dealt with.

For this reason I move : « afin de préparer un projet de convention internationale ».

**The President** (translation) : As nobody else requests leave to speak, so we first have to express a decision on the draft moved by the Greek delegate who has just come to the platform a few moments ago, to amend the text of the Subcommittee.

The French text of the Subcommittee reads as follows : « Considérant la nécessité d'une ample documentation à fournir par les associations nationales... ». The Greek delegate proposes to add to this paragraph the words : « afin d'aboutir à l'élaboration d'une convention internationale. »

Before we take a decision on this resolution, I ask the Assembly whether it is desirable that in the text which will be submitted to your consideration, this addition be appended or not.

**The President** (translation) : Those who are in favour of the amendment moved by the Greek Delegation will kindly answer « yes », those who are against the addition of these words will answer « no ».

*Voted in favour* : Spain, France, Greece, Yugoslavia.

*Voted against* : Germany, Belgium, Canada, Finland, Great Britain, Italy, Norway, Sweden.

*Abstained from voting* : Denmark, United States, Israel, India, Netherlands, Poland, Switzerland, Turkey.

**The President** (translation) : The amendment is rejected.

**The President** (translation) : We shall now put to your votes the resolution as suggested in the text of the Subcommittee.

Those who are in favour of the resolution will answer « yes », the others will answer « no » or will abstain from voting.

Unless Mr. Sole specially wishes to put his amendment to the vote. The idea is the same, but the drafting is different.

**Mr. Sole de Sojo Vicente**, Spain (translation) : We agree.

**The President** (translation) : So, we now vote on the whole resolution.

*Voted in favour* : Germany, Belgium, Canada, Spain, United States, Finland, France, Great Britain, Israel, India, Italy, Norway, Netherlands, Switzerland, Turkey, Yugoslavia.

*Voted against* : Sweden.

*Abstained from voting* : Denmark, Greece, Poland.

**The President**, (translation) : The draft resolution is adopted.

**The President** (translation) : We now move to the question of the registry and charter parties.

We put this draft resolution to your votes.

Those who are in favour will answer « yes ».

*Voted in favour* : Germany, Belgium, Canada, Spain, United States, Finland, France, Great Britain, Greece, Israel, India, Italy, Norway, Netherlands, Poland, Sweden, Turkey, Yugoslavia.

*Voted against* : Denmark.

**The President** (translation) : The draft resolution is adopted.

**Mr. Daniolos**, Greece : We were very happy indeed to co-operate with the delegations of all the other countries in designing a scheme for the protection of the charterer; that is to say, to give to the charterer some protection when, by the transfer of ownership of a ship which has been chartered for a long time, the charterer has been deprived of the use of the ship without his consent.

We appreciate that the lack of registration is regrettable but we believe the position of the charterer is not so lamentable when compared with the position of some other unsecured creditors. So we thought it would be right to protect the charterer against the fraudulent shipowner if, at the same time, it would be possible to grant a similar protection to the owner against a fraudulent charterer. We believe that when the market is rising it will be possible for a ship-owner to try to put an end to the charter, but it is exactly the same in a falling market, when a charterer may disappear. That is why we think that the International Maritime Committee should try to find

some protection for both parties. It was for this reason we made a stipulation in the report of the Working Party of the Subcommittee, and with this reservation we have been able to vote « Yes ».

After this explanation I hope our view is quite clear.

**The President** (translation) : So we move to the following subject : the coordination of the conventions on limitation. Mr. Asser was prepared to begin to speak on this topic, but now, he gives up the idea of doing so.

Anyway, I do invite one of the members of the Subcommittee which held its session under the presidency of Mr. Asser, to kindly report on this subject.

**Mr. Asser, Netherlands** (translation) : Mr. Chairman, the international Subcommittee met this morning at 10.10 am. for the first time and the proceedings ended at 10.50 am., so that I regret I cannot submit a draft resolution. There were only a few of us : two Belgian delegates, one French and one Yugoslav attended this meeting.

Nevertheless, we were able to discuss efficiently the problems with which we were concerned.

I would first wish to pay a tribute to the French Delegation which has drawn up a report though brief, still plain, report which has been circulated (see enclosures).

This is the problem : you will recall that in the system of the 1957 Convention on the limitation of the liability of owners of sea-going vessels, all ranks of maritime liens have been abolished in the limitation fund. All liens have been abolished to the effect that according to the aforesaid Convention, the limitation fund must be apportioned without considering the maritime liens, namely those which form the object of the 1926 Convention.

Now, a certain number of countries — namely 19 — have ratified or have adhered to the 1926 Convention on maritime liens and mortgages. The countries which will ratify or have already ratified the 1957 Convention will find themselves in the following situation that, on the one hand they form part of a convention, that of 1926, which lays down maritime liens and determines their rank, however, without mentioning the distribution of the funds, question which had not been settled either in the former Convention of 1924 on the limitation of liability, and on the other hand, they will be compelled according to the 1957 Convention to which they had adhered, to distribute the limitation fund without considering any lien.

The problem is not very important because the Subcommittee has said that the solution is fully implied. The Subcommittee feels that those who have already ratified the 1926 Convention and who will ratify the 1957 Convention must inevitably apply the rule of the 1957 Convention, as this is fully understood.

I would like to add that the 1924 Convention does not create any problem being understood that article 18 of the 1957 Convention provides that the latter Convention repeals the 1924 Convention.

However, the international Subcommittee felt that it would be desirable to clear up this point with a view to let no doubt subsist. This could be done by means of an ordinary protocol to be signed by the signatory States of the 1957 Convention in a diplomatic Conference to be held in the future.

Nevertheless, Mr. Chairman, the problem being very intricate and requiring a certain brain-gymnastic, the Subcommittee felt that it would be desirable to carry on its study and for this reason, I beg to propose on behalf of the Subcommittee, that the latter be empowered by this Assembly to carry on its work and draw up a report to be sent to the national associations for their consideration and, if necessary, for their comments.

Thank you, Mr. Chairman.

**The President** (translation) : I think we must congratulate Mr. Asser for his report which, in the present circumstances, does not seem to call for a vote.

We will wish that the Subcommittee carries on its study, that same be continued with all possible dispatch and we might suggest to the President of this Subcommittee to realize the draft he just mentioned within a specific time.

**Mr. Asser**, Netherlands (translation) : Six months.

**The President** (translation) : Six months. Let us not haggle over this respite, will you, and let us hope that within six months, the work will have sufficiently progressed to allow us to pass on to the next stage.

I presume the Assembly will agree with me that this matter should not be put to your votes at this stage of the problem. (Sustained applause).

We thank Mr. Asser for his report and we move to the following resolution concerning « Demurrage and Dispatch Money ».

The draft resolution has already been circulated.

The text has been read out by the President, Mr. Govare (\*), and I think everybody has had a chance to examine it. It will not be necessary to reconsider the terms of this text.

Does anyone wish to come to the platform ?

If not, I will now put the aforesaid resolution to your votes.

---

(\*) page 264-265.

*Voted in favour* : Germany, Belgium, Canada, Denmark, Spain, United States, Finland, France, Great Britain, Greece, Israel, India, Italy, Netherlands, Poland, Sweden, Switzerland, Turkey, Yugoslavia.

*Abstained from voting* : Norway.

**The President** (translation) : The resolution is adopted.

Gentlemen, we now come to the last item of the agenda : the problem of the liability of carriers of passengers' luggage and if you agree, we will invite the President of the Subcommittee, Mr. Braekhus, to come to the platform.

**Mr. M. Braekhus**, Norway : Mr. President, Ladies and Gentlemen. With your permission I want to make a short report on the work of the International Subcommittee on Liability of Carriers of Luggage.

As you will know, some rules on the liability for luggage were included in the 1955 Madrid draft of the Passenger Convention. These rules on luggage were left out of the discussions during the Brussels Diplomatic Conference in 1957, and the 1961 Convention on Passenger Liability contains no provision on luggage.

A meeting of the Permanent Office in Brussels in April, last year, the Norwegian Association proposed that the luggage question should again be put on the agenda of the C.M.I. This was accepted and our Association was asked to get the work started. We accepted this task and in July last year, 1961, a questionnaire, Document BAG-1r, was distributed to the Member Associations of the C.M.I. Up to now ten Associations have replied. Some answers came rather late. I think we had the last one here in Athens.

In March, 1962 the Norwegian Association made a preliminary draft of a luggage convention on the basis of those replies and you will find the draft in document BAG-10, with the comments in Bag-9.

As you will have seen from the draft, we have used the 1961 Convention as a model, and we have only departed from its wording where this was absolutely necessary. To make the comparison easy, in the draft document BAG-10 we have underlined the words which are different from the words of the 1961 Convention.

This Norwegian draft has served as a draft for the basis of the discussions in the Subcommittee, in which 14 delegations took part, and which lasted for four days — Monday, Tuesday, Wednesday and this morning.

The first and most important question for the Subcommittee was : Do we need a luggage convention ? Do we want a luggage convention ? On this basic point there was a considerable difference of opinion. One group of delegates, headed by the British Maritime Association, was decidedly against a convention. At this point I should refer to the reply of the British delegation to the questionnaire, which is short if not very sweet :

“...this matter appears to... be one pre-eminently to be left to contractual arrangements. Insurance facilities in relation to passengers' luggage are very readily available at low cost and the passenger can take advantage of them either through the shipowner concerned... or by way of an arrangement of his own.”

In the Subcommittee the Canadian and United States delegations thought on similar lines to that of the British delegation.

Another group of delegates — the majority — was of the opinion that a convention dealing with the question of liability for luggage was desirable, and referred to the following points.

First, we have the 1961 Convention on Passenger Liability, which covers personal injury claims.

Secondly, before ratifying such a convention many countries would have to revise their internal statutes. They would naturally have to revise the rules concerning the contract of passage whilst revising the rules concerning liability for luggage. When they come to this revision the question will arise, will they accept the view of the British delegation that liability concerning luggage should be left to complete freedom of contract? I think we all realise that this solution is equivalent to absolutely no rule at all. If there is complete freedom of contract the shipowner will insert clauses in the ticket which will exonerate the carrier from all liability. I really doubt whether Parliaments would accept that. Certainly in these days of legislation with a socialist trend Parliaments will ask for at least some protection for their passengers.

Another point is that we have an international regulation of the carrier's liability for luggage in respect of air and railway transport. I cannot see, therefore, why we should not have an international regulation concerning liability for luggage in connection with voyages by sea.

Those were the two main groups decidedly for and against the draft convention. There was a third group which was not especially interested in a convention but would not oppose the question being discussed.

As a result of the discussion of principle the Subcommittee decided to go on and study the question in more detail.

Then we started on the discussion of details on the basis of the draft. We had 16 amendments presented to the draft which were discussed one by one. Even here, when we reached the more specialised questions, there seemed to be two ways of looking at the matter.

One group — mostly those who were against the convention — wanted to look upon the luggage liability in much the same way as we look upon the carriage of commercial goods. Accordingly they wanted to have almost the same rules for passenger luggage as for the carriage of goods; that is to say, the Hague Rules as submitted in the 1924 Convention. Take, for example, a car which a passenger brings

with him on to a ferry. This group of delegates thought that the liability for such a car should be exactly the same as for the car sent as cargo under a B/L. It was suggested that there should be a limitation of £100 or £200 and no liability before loading or after discharge. This group asked why should a passenger be in a better position if his car is destroyed than a B/L holder of a transported car ?

There was another group whose basic philosophy was as follows. They thought the first group were representing what one might not unjustly call the shipowner's point of view. This is a rather important point. I think the C.M.I. should not be a shipowners' association. Of course the shipowners are a very important group but we are here to represent every part of the shipping industry, not only shipowners. I think you will agree that all interests should be represented — cargo owners, insurers, and even passengers. I say « even passengers » because they represent one interest in the shipping industry. The shipowners have always had many able representatives at these conferences but the passengers have no organization. So it is clear that we should try to make a draft which takes into consideration the interests of all parties.

Therefore this group of delegates think there is some public policy involved in this matter. It is not a commercial question but one of giving protection to ordinary people who are travelling by sea. These travellers are not commercial people, they are not cargo owners. We cannot always be sure that they are taking out insurance and, if they do not, it is much harder for them to bear the loss than for the cargo owner to do so. This group wanted a convention on liability for luggage on the same lines as the 1961 Convention for personal injuries.

This basic difference of opinion has been manifested in all our deliberations. I will not take up too much time in mentioning the seven main questions we have been discussing. The first was, what is luggage ? The second was, what should be the period of time covered ? Should it be the Hague Rule limitation or tackle-to-tackle or from delivery to the carrier until re-delivery to the passenger ? Thirdly, the basis of liability. What should be negligence ? What should be the burden of proof ? What constitutes nautical errors in the navigation of the vessel ? Those who liked the Hague Rules were for exception; those who wanted a convention did not want an exception for nautical errors. Fourthly there was the difficult question of limitation. Fifthly, should the rules be compulsory ? Sixthly, there was the question of jurisdiction. Finally, there was the question of limitation of action.

All these questions were discussed in the Subcommittee in principle. Then we proceeded to discuss them section by section on the basis of the draft. We had to take a vote quite a number of times and a number of times it was close. We reached agreement on Articles 1, 2 and 5 (?) and then we discussed Article 6, on limitation.

Even on the question of limitation we reached agreement on the principle that limitation should be included, but not on the actual figures. That was where we were at 11 o'clock today when we had to stop our discussion.

We are fully aware that these questions are difficult and that the discussion of these matters is not the final one. They must be considered again. I think it would be useful, therefore, if the Subcommittee could have a meeting between this Conference and the next one in Stockholm in 1963. In any case I think that the draft we have achieved will be a useful basis for the further deliberations of the Subcommittee, and I hope that the I.M.C. will permit us to go on with our work.

**Mr. Boeg**, Denmark (translation) : Mr. Chairman, I beg to move a resolution to this Assembly (reads resolution on page 291).

I would like to add at this point that my British friends have authorized me to make the following declaration :

« The British delegation maintains its previously expressed opposition to the idea of a Convention on this subject, and thus would not wish to participate further in discussions designed ultimately to lead to such. »

This declaration made by the British delegation should be reproduced in the report of this Conference. That is the wish of the British delegation and to it they attach much importance.

**The President** (translation) : Gentlemen, does anyone wish to come to the platform ?

We are vested by the Subcommittee which dealt with the problem of the carriage of luggage, with a resolution that comprises a first part explaining that the Subcommittee has not yet completed its study. I think that if it were but for this first statement, I would hesitate to put it to your votes, but there is a second declaration whereby the wish is expressed that the Subcommittee be allowed to continue its study consisting, so says the text, in the study of the existing draft during the period which will elapse between the end of this Conference and the holding of our next Stockholm Conference.

You have also heard that at least one delegation, namely the British Delegation, according to the declaration read by Mr. Boeg, explicitly expresses the wish that no convention be concluded in this field.

I feel there is now one point whereon the Conference actually ought to express a decision. The question is to know whether we are going to direct the Subcommittee that has as yet been dealing with this problem, to continue its study and attain a draft Convention at our next meeting, or whether, on the contrary, as a delegation points out, we feel that there are no grounds for continuing this study, if we think, « a priori », that there is no need to draft a Convention.

I will therefore put the resolution to your votes, being understood in a very explicit manner, that the eventual affirmative vote you will express consists in asking the Subcommittee to continue its study with a view to submit a draft or a preliminary draft Convention at our next meeting.

It is the bearing of the resolution which is submitted to you.

**Mr. Van den Bosch**, Secretary General : Delegations are invited to vote for or against the resolution which has been proposed and which, I think, you have before you. The vote bears especially on the second paragraph of that resolution, that is to say whether the Plenary Conference is in favour or against the continuation of the work of the existing subcommittee, which would have to report to the following Conference at Stockholm.

*Voted in favour* : Germany, Canada, Denmark, United States, Finland, France, Greece, Israel, India, Italy, Norway, Poland, Sweden, Switzerland, Turkey, Yugoslavia.

*Voted against* : Great Britain.

*Abstained from voting* : Belgium, Spain, Netherlands.

**The President** (translation) : We will therefore ask the Subcommittee which dealt with this topic to continue its study.

Gentlemen, so we have arrived at the end of the subject whereon this Conference had to express a decision.

I would like to submit to this Assembly various points which certain delegations have begged me to inform you of.

A first point concerns the international Subcommittee presided over by Mr. Pineus, which continues its work for the next Conference. This international Subcommittee has decided in Paris that the various associations would be invited to make known the state of the jurisprudence of their country on the question of due diligence that the carrier must assume to ensure the seaworthiness of the vessel prior to the voyage, notably on the question whether the carrier remains liable when he has entrusted a first-class repair yard with repairs to the vessel.

It was decided that the so obtained information would be addressed to and centralised by Mr. Van Ryn, Belgian delegate who compiles this information for the Stockholm Conference. The last date for the sending of this information had been fixed at the end of May 1962. Up to now, only the Association of the United States has sent the requested information. I beg to insist and to improve this plenary meeting to call on all delegations in order that this information be addressed to Mr. Van Ryn within the granted time, so that he can perform the mission he has been entrusted with.

**The President** (translation) : A second point will be communicated to us by Mr. Boal, of the American delegation, who has asked to come to the platform.

**Mr. Boal**, United States : The reports of the Comité on the previous conventions show ratification and adherence. There are countries which have incorporated into their national law the principle of those conventions, and that information is not contained in the C.M.I. reports. This came up in connection with the hearing before our senate sub-committee on the Brussels Convention, and we requested information as to the status of legislation in other countries. The only records we had in the Secretariat were that Great Britain, France and Spain had ratified, also the Isle of Man and Ghana, but we know that Canada and Greece have legislation which carries these principles into their national law.

Therefore, I propose the following resolution :

« Resolved that the Secretariat be directed to request from the National Associations a report on the status of any legislation, enacted or pending, making the principles of a convention a part of the national law, as well as a report on ratifications of or adherence to the Conventions. »

**The President** (translation) : I think Mr. Boal's suggestion is extremely interesting. I am convinced that the Assembly will agree that this information be collected by our Secretariat. (Applause)

Mr. Boal can realize that his suggestion falls in with unanimous adhesion. As a matter of fact, it concerns an extremely important matter, viz : a method of unification whereon, for want of information, we now and then do not have all the adequate indications, as after all it does not concern any international convention or amendments in the domestic laws. In fact, the delegations carry out a mission of unification, but in a different way.

My thanks are due to Mr. Boal for his initiative. Effect will be given to the aforesaid suggestion by the Secretariat.

Gentlemen, I think we are now at the end of our work. It is not advisable that the Bureau invites you to hold another session to-morrow morning, for the only reason of taking leave. I propose that we take a work-leave now and a more intimate leave this evening, during the reception organised at the hotel « Grande Bretagne ».

However, I would not like to break up our meeting without having taken the opportunity to express once more the feelings we have towards those who have welcome and helped us.

I intend, first of all, — and I feel sure I am voicing the opinion of every one of you — to thank the Hellenic Association of Maritime Law (sustained applause).

I imagine Mr. Spiliopoulos must have the sensation of a storm over Delphi, so great was his surprise when he heard your applause. But my thanks are specially due to the President of the Hellenic Association, Mr. Spiliopoulos (sustained applause) and to his secretary, Mr. Potamianos (sustained applause), without forgetting those who have been helping them and whose graciousness, complaisance and obligingness has made a profound impression on every one of us (Applause).

I would like to add that I also thank them in the name of the persons who are not present at this meeting but who have participated in this important activity of the Conference that represents the visit of this wonderful country. I think in particular of the ladies who were allowed to these excursions. I would like to express all the gratitude we feel to the Ladies' Committee and to all those who have organised entertainment and really beautiful excursions.

I beg Mr. Spiliopoulos to tell Mrs. Spiliopoulos and Mr. Potamianos to tell Mrs. Potamianos and all his family to what extent we are grateful to them, as also to the ladies who undertook to accompany us to make us visit the wonders of this country. (Applause)

Ladies and Gentlemen, it happens that at the end of a conference one asks oneself the question : « What results have been achieved ? ». I feel one must have the clairvoyance of examining these results and of valuing them.

We hold conferences which result in the preparation of a text and in the agreement on same. They are extremely desirable and we have known many of them which were really first-class ones. There are others where preliminary results, none the less important, are achieved and where views which seem to be irreconcilable, are brought closer. But my opinion is that we should not undervalue these conferences, that they are quite as much important as the others. During the Athens Conference, we have really been able to realize that certain subjects put on the agenda possibly fell in with more adhesions and more enthusiasm than when we approached them. We can therefore consider that in this respect, our Conference has been very useful.

I will take the liberty of closing our proceedings with a rather audacious phrase. One day I spoke highly of conferences which did not succeed. Believe me, this has no signification in regard of the conference that has just ended. Such conferences are also very useful. It may be a little paradoxical, but it is true. There are very few conferences where one does not part more closer to one another than when one arrived. Such meetings also have their usefulness.

But that is not the question. Today, we ascertain that important preliminary results have been achieved. We have been asked to allow

studies to be continued, whereon a few of us doubted in the beginning. They doubt no more. These studies will be continued. The Athens Conference is, in this respect, an important step forward.

We can all be glad of it. Moreover, thanks to you, Mr. President of the Hellenic Association, thanks also to your compatriots and to your wives, those who participated in our work will leave this country with bonds of friendship and of good fellowship tighter and closer than when they arrived. There again, you did a great thing. The magnificence of your country added to your hospitality will have strongly contributed to it.

We can close our proceedings today by saying to all our Greek friends that what we said at the beginning of this Conference, now seems to become a reality and that we are happy to have worked and to have held our meeting in this country. (Sustained applause)

**Mr. Spiliopoulos**, Greece (translation) : Mr. Chairman, Ladies and Gentlemen, I am touched by the words which our dear President has just spoken and by the applause with which you so kindly greeted them.

In the name of the Hellenic Association, I thank you for having accepted our invitation to meet at Athens. I hope you will all keep happy memories of our country and that you will be satisfied with the work which passed off in our City. We have valued your collaboration through the fact that you consented, on a practical level, to call part of your work by the name of « considerations for the Athens Rules ». This will remain for the C.M.I. and its work a remembrance of us.

It gave us the greatest pleasure. I would like to thank you all and to take leave of those of us who I will not have the pleasure in meeting again to-morrow and the day after to-morrow.

In the name of the Hellenic Association, I once more offer you my best thanks. (Sustained applause)

**The President** (translation) : The session is closed.

**CONFERENCE OF ATHENS**

**3**

**RESOLUTIONS**

# RÉSOLUTIONS

DOM  
A-7

## DOMMAGES-INTERETS EN MATIERE D'ABORDAGE

La Conférence, ayant entendu le rapport de la Commission Internationale chargée de l'étude de la fixation des dommages-intérêts dans les abordages maritimes admet les trois principes suivants :

1. La réparation doit remettre la victime dans une situation aussi proche que possible de celle qui eut été la sienne si l'abordage ne s'était pas produit;
2. la victime doit toujours atténuer le dommage dans la mesure du possible;
3. l'auteur de l'abordage répond du préjudice raisonnablement imputable à sa faute.

Considérant toutefois que l'application de ces principes mérite une étude plus approfondie,

- décide que ledit rapport soit envoyé aux Associations Nationales pour examen et prie celles-ci de faire connaître leurs avis à son sujet;
- charge la Commission Internationale de poursuivre l'étude de la question et de faire rapport à la prochaine Conférence.

---

GAR  
A-6

## LETTRES DE GARANTIE

La Conférence ayant pris connaissance du rapport présenté par le Président de la Commission Internationale, prie le Conseil de Gestion de charger la Commission Internationale

- de poursuivre l'étude du problème des lettres de garantie et des clauses marginales;
- communiquer aux Associations Nationales les travaux et documentation du C.C.I. relatifs aux connaissances en règle et des lettres de garantie;

# RESOLUTIONS

DOM  
A-8

## DAMAGES IN MATTERS OF COLLISION

The Conference, having heard the Report of the International Sub-committee on the Assessment of Damages in Collision cases; admits the three following principles :

1. The party who has sustained a damage by collision is entitled to be put as far as practicable in the same position pecuniarily as if the injury had not been suffered.
2. The victim must always mitigate the damage if he can reasonably do so.
3. The wrongdoer shall be liable for damage which can be reasonably attributed to his wrongful act.

Considering, however, that the application of those principles requires further study

- Resolves that said Report be sent to the National Associations for consideration and requests these Associations to express their views thereon,
  - Instructs the International Sub Committee to continue the study of the topic and report again to the next International Conference.
- 

GAR  
A-7

## LETTERS OF INDEMNITY

The Conference having examined the report presented by the President of the International Subcommittee, invites the Conseil de Gestion to ask the International Sub-committee

- to proceed with the study of the problem of the Letters of Indemnity and marginal clauses;
- to circulate among the National Associations the reports and documentation of the I.C.C. relating to regular Bills of Lading and Letters of Indemnity;

- de demander aux Associations Nationales du C.M.I. de communiquer les jugements, les usages et tous autres renseignements relatifs au problème des lettres de garantie;
  - de constituer un petit groupe de travail chargé de coordonner les renseignements visés ci-dessus et de préparer un rapport pour l'une des prochaines conférences du Comité Maritime International.
- 

P.O.  
A-5

## REGIME INTERNATIONAL DES NAVIRES DANS UN PORT ETRANGER

La Conférence Internationale du C.M.I. :

- a) ayant en vue l'intérêt que présente l'étude du régime international des navires dans un port étranger et surtout celle des questions touchant aux matières de compétence en ce qui concerne les navires de commerce dans un port étranger,
- b) et considérant la nécessité d'une ample documentation à fournir par les Associations nationales,
- c) constatant que seulement un nombre restreint d'Associations Nationales ont jusqu'ici répondu aux deux questionnaires respectifs alors que les réponses des autres Associations sont indispensables à la poursuite des travaux de la Commission internationale

invite les Associations Nationales à répondre dans le délai de 6 mois aux questionnaires N° PO-1 et PO-16,

prie le Conseil de Gestion de faire poursuivre l'étude entamée du régime des navires dans les ports étrangers tenant toujours compte de la procédure suivie jusqu'à présent par le Comité Maritime International.

- to ask the National Associations to communicate the judgments, the customs and all other information relating to the problem of the Letters of Indemnity.
  - to appoint a small working group for coordinating the above mentioned information and for preparing a report to be submitted to one of the next Conferences of the International Maritime Committee.
- 

P.O.  
A-6

## THE LEGAL STATUS OF SHIPS IN FOREIGN PORTS

The International Conference of the C.M.I. :

- a) Taking into consideration the many points of interest which arise in the study of the International Status of Ships in foreign ports, and particularly in regard to the questions relating to the jurisdiction over commercial ships in foreign ports,
- b) and taking into consideration the necessity for National Associations to provide comprehensive documentary information on the subject.
- c) Appreciating that only a limited number of National Associations have so far answered the two questions and that the replies of other Associations are indispensable if the work of the International Sub-committee is to be continued.

Invites the National Associations to submit the replies to the questionnaires N° P.O.-1 and P.O.-16 within six months of the date of the end of this Conference.

Suggests that the Administrative Council of the C.M.I. should take such action as may be thought appropriate to pursue the study already commenced in the International Status of Ships in foreign ports, in accordance with the established procedure of the Comité Maritime International.

## PUBLICITE DES CHARTE-PARTIES

La Conférence plénière du Comité Maritime International ayant en vue l'intérêt que présente le problème de la publicité des chartes-parties

- ayant considéré le rapport présenté par la sous-commission
  - donne son approbation au rapport
  - recommande que le Bureau Permanent envisage l'opportunité de nommer une Commission Internationale pour continuer l'étude de la question.
  - Cette Commission devrait aussi être chargée d'étudier le problème de la publicité des chartes-parties de navires comportant remise de la gestion nautique et de donner son opinion sur l'opportunité d'une réglementation internationale soit dans la même Convention, soit dans une convention séparée.
- 

## TRANSPORT DE BAGAGES

Le Sous-Comité International constitué par la Conférence pour étudier un projet de Convention pour l'unification de certaines règles relatives au transport des bagages des passagers par mer a autant que possible fait honneur à la mission lui ainsi confiée et présente à la Conférence le rapport suivant :

- 1) Il existe à un degré considérable l'opinion générale qu'une telle convention soit nécessaire et souhaitable, et des progrès ont été achevés par le Sous-Comité en examinant et amendant le projet de Convention lui présenté.  
Cependant, vu la complexité de la matière, il n'a pas été possible de présenter à la Conférence un avant-projet apte sur tous les points par le Sous-Comité.
- 2) Ceci étant, le Sous-Comité exprime donc à la Conférence les vœux de lui permettre de continuer ses travaux consistant en l'étude de l'avant-projet existant dans le temps écoulant jusqu'à la réunion de la XXVIème Conférence à Stockholm et de présenter à cette Conférence un rapport ultérieur.

## REGISTRATION OF CHARTER-PARTIES

The Plenary Conference of the C.M.I.

- Taking into consideration the interest of the problem of the registration of charter-parties,
  - Having considered the report submitted by the Sub-committee approves such report
  - Recommends that the Bureau Permanent envisages the opportunity of appointing an International Committee for the further study of the problem.
  - Such International Committee should also be empowered to study the problem of the registration of operators of vessels under demise-charter and to advise whether this question is worthy of international regulation either in the same convention or in a separate one.
- 

## CARRIAGE OF LUGGAGE

The International Sub-committee, appointed by the Conference to study a draft Convention for the unification of certain rules relating to the carriage of passengers' baggage by sea, has, within the time available to it, carried out its designated task, and reports accordingly.

- 1) A considerable degree of support exists for the view that such a Convention is necessary and desirable, and progress has been made by the Sub-committee in examining and amending the draft before it. However, owing to the complexity of the matter, it has not been possible to present to the Conference a draft Convention agreed in all points by the sub-committee.
- 2) The Sub-Committee, therefore, requests the Conference to allow it continues its study of the draft Convention between the end of this Conference and the holding of the XXVIth Conference in Stockholm, and thereto report further.

**DEMURAGE AND DESPATCH**

see pages 315 & 326

**BILLS OF LADING**

on the Agenda of the Stockholm Conference, June 9th - 15th, 1963

**RATIFICATION OF THE C.M.I. CONVENTIONS**

The Conference resolved that the Secretariat be directed to request from the National Associations a report on the status of any legislation, enacted or pending, making the principles of a convention a part of the national law, as well as a report on the ratification of or the adherence to the Conventions.

## **CONFERENCE OF ATHENS**

**4**

**APPENDIX**

HARMONISATION DES CONVENTIONS INTERNATIONALES SUR LA  
LIMITATION DES PROPRIETAIRES  
DE NAVIRES  
ET SUR LES  
PRIVILEGES ET HYPOTHEQUES MARITIMES

RAPPORT  
DE L'ASSOCIATION FRANÇAISE DU DROIT MARITIME

La question posée est la suivante :

Dans le cadre de la responsabilité limitée du propriétaire du navire, telle qu'elle est déterminée par la Convention Internationale de 1957, les créanciers conservent-ils les priviléges que leur accorde la Convention Internationale de 1926 ?

Le régime conjugué de la Convention de Bruxelles de 1924 sur la responsabilité limitée des propriétaires de navires et de la Convention de Bruxelles de 1926 sur les priviléges et hypothèques permettrait de répondre affirmativement à la question posée.

En effet, la première Convention reconnaît expressément, dans son article 6, le rang des priviléges, tandis que la seconde le maintient au moins implicitement dans ses articles 4, § 3 et 7 au cas de limitation de responsabilité du débiteur.

Par contre, il n'en est certainement plus de même dans le texte de la Convention de Bruxelles de 1957 qui a substitué au système de la responsabilité limitée à un chiffre déterminé, l'institution d'un fonds de limitations. En effet :

— d'une part, aux termes de l'article 2 :

3) « le fonds ainsi constitué est affecté exclusivement au règlement » des créances auxquelles la limitation de la responsabilité est opposable ».

4) « après la constitution du fonds, aucun droit ne peut être exercé » pour les mêmes créances, sur d'autres biens du propriétaire par les » créanciers auxquels le fonds est réservé, à condition que le fonds de » la limitation soit effectivement disponible au profit du demandeur ».

— d'autre part, l'article 3 dispose dans son § 2 que :

« dans chaque partie du fonds de limitation, la répartition se fera entre les créanciers proportionnellement au montant de leurs créances reconnues ».

I. — Une première constatation s'impose : les créances privilégiées cessent de l'être à partir du moment où leur est affecté le fonds de limitation, il n'y a d'ailleurs pas à s'en étonner puisque dans cette hypothèse elles bénéficieront de garanties nouvelles qui se substituent à celles que leur confèrent leur privilège et leur rang.

Or, il se trouve que les créances auxquelles est affecté le fonds de limitation sont pour la plupart privilégiées : elles vont donc, à partir du moment où ce fonds de limitation sera effectivement constitué, être mises à part des autres créances privilégiées. Ces dernières risquent de perdre une partie de l'assiette de leur privilège (le fret et les créances accessoires du navire et du fret), dans la mesure où c'est sur ce fret et ces accessoires que l'Armateur aura prélevé les sommes nécessaires à la constitution du fonds; par contre, les créances qui sont classées derrière celles admises au fonds de limitation vont gagner en rangs.

II. — Seconde constatation : les créances privilégiées admises à la répartition du fonds de limitation vont y concourir au marc le franc; mais comme elles ont le même rang privilégié cette situation aurait été identique sans l'institution du fonds;

Par contre, à l'intérieur du fonds, ces mêmes créances privilégiées vont entrer en concours, toujours par voie de répartition au marc le franc, avec d'autres créances, qui elles n'emportent pas privilège.

— mort ou lésions corporelles de personne sur terre, pertes ou dommages de tous biens autres que ceux se trouvant à bord du navire, ou atteintes à tous droits (article 1<sup>o</sup> b) de la Convention de 1957).

— obligation ou responsabilité imposée par une loi relative à l'enlèvement des épaves (article 1<sup>o</sup> c) de la Convention de 1957).

III. — Cette disparité peut dans certains cas être fâcheuse car elle a pour effet de faire perdre leur rang à certaines créances privilégiées au profit de certaines autres que la Convention sur les privilégiés et hypothèques n'avait pas jugé équitable d'assortir d'une garantie particulière.

Cependant, l'Association Française du Droit Maritime a estimé que cette conséquence était inéluctable en présence de la conception du système mis en œuvre par la Convention de 1957 et de la rédaction de cette dernière, mais que pour qu'il n'y ait pas de contradiction avec la Convention de 1957 qui supprime le privilège s'attachant aux créances bénéficiant du fonds de limitation et empêche l'exercice de tout droit sur d'autres biens du débiteur, elle a estimé qu'il convenait

d'apporter quelques retouches à la Convention de 1926 sur les priviléges et hypothèques.

Elle propose d'intercaler entre les articles 10 et 11 de la Convention de 1926, un article 10 bis ainsi conçu :

« Pour les créances bénéficiant d'un fonds de limitation institué » par application de la Convention Internationale sur la limitation de « la responsabilité des propriétaires de navires de mer du 10 octobre » 1957, aucun privilège ne peut être exercé sur le navire, le fret et « leurs accessoires, après la constitution du fonds et à la condition qu'il » soit effectivement disponible au profit du titulaire de ces créances. »

IV. — D'autre part, l'article 4, § 5 de la Convention de 1926 doit être modifié, sa rédaction actuelle étant incompatible avec la constitution du fonds de limitation organisée par la Convention de 1957.

Il pourrait être rédigé comme suit : « le prix du passage est assimilé au fret » — le reste du texte étant supprimé.

V. — Enfin, l'article 7 de la Convention de 1926 n'a plus de raison d'être en présence des dispositions de la Convention de 1957.

Sa suppression pure et simple est proposée.

*Le Président,*

Pierre LUREAU.

*Le Rapporteur,*

Michel DUBOSC.

## LIABILITY OF CARRIERS BY SEA RELATING TO PASSENGERS' LUGGAGE

### QUESTIONNAIRE

#### I.

A. Does the national codified law of your country contain compulsory provisions on the question of shipowners' liability to passenger luggage ?

If so, what are these provisions ?

B. Does the non-codified public order of your country lead to any similar compulsory restrictions ?

If so, what are these restrictions ?

C. Does the national law of your country contain non-compulsory (non-obligatory) provisions covering such liability ?

If so, what are these provisions ?

D. Does the national law of your country allow complete contractual freedom ?

If not, how far does such freedom go ?

#### II.

A. Do you wish an international unification of maritime law on this subject ?

B. If so, by international convention ?

If you wish an international convention, what are your views on the following questions :

#### III.

A. *What items should be considered as luggage and therefore covered by the convention ?*

(1) Clothes, watches, jewellery and other articles which the passenger carries on his (her) own person ?

(2) Trunks, suitcases etc. and other articles (cameras, binoculars etc.) which the passenger takes with him (her) in the cabin ?

(3) Trunks, suitcases etc. which are given into the custody of the vessel for storage in the vessels' luggage compartments or holds (registered luggage) ?

(4) Monies, bonds and valuables which are delivered to the vessel for keeping in the vessel's safe deposit box ?

(5) Cars, caravans and motorcycles etc. stowed either on deck or in the hold of the vessel ?

B. *What period of time* should the convention cover ?

(1) The period between the passing over the vessel's rail both ways, regardless of type of article ?

(2) Alternatively :

(a) From the time of the embarkation to the time of the disembarkation in connection with articles under A (1) and (2) above ?

(Embarkation and disembarkation will have to be closely defined, so that similar doubt as those connected with te Hague Rules can be eliminated.)

(b) From the time of the delivery to the representative of the carrier (on the shore or on board) and until the time of the redelivery, of all articles under A(3), (4) and (5) above ?

C. *What should be the basis of liability* ?

Which alternative(s) of the following would you prefer :

(1) Liability for fault, leaving the burden of proof for the non-existence of fault in all cases to the carrier ?

Any exception for nautical disasters ?

(2) Liability for fault, leaving the burden of proving the existence of such fault to the passenger ?

Any exception under this alternative for nautical disasters ?

(3) Hague Rules basis for liability with the corresponding burdens of proof ?

(4) Further freedom from liability ?

(5) A mixture of the above systems, i.e. a different basis according to what category of luggage is involved ?

The following points seem to indicate that a mixture would be the most reasonable :

To a large extent the passenger carries on himself or in his cabin a great number of items over which none except the passenger himself has any control or even knowledge, and a natural solution with regard to such articles would seem to be to put the burden of proof in every respect on the passenger.

On the other hand, some types of luggage are treated in practically the same way as ordinary cargo, and the system of the Hague Rules seems to be acceptable with regard to such luggage.

Do you think that f.i. the following basis would be reasonable ? (1)

(a) Liability according to III C (2) for all luggage under III A  
and (2) ?

Possible exception for nautical disasters ?

(b) Liability according to III C (3) for all luggage under III A  
(3) and (5) ?

(c) Liability according to III C (1) for luggage under III A (4) ?

Possible exception for nautical disasters ?

(d) No liabilities for monies, bonds and valuables not delivered  
to the vessel unless the passenger proves intent or gross negligence on  
the part of the carrier himself ?

*D. What should be the monetary limitation of liability ?*

(1) Do you agree in principle to a monetary limitation of liability  
supplementing the « global » limitation of the 1957 convention ?

If so, should such limit apply

(a) per passenger ?

(b) per package or unit ?

(c) Or should a combination of the two systems apply ? If you  
agree to the latter solution, the following could be considered :

(i) One limit for the total of all items under III A (1) and (2)  
put together, regardless of number of such items ?

(ii) One separate limit for the total of all items under III A (3) ?

(iii) One separate limit for the total of all items under III A (4) ?

(iv) One separate limit for each unit of articles under III A (5) ?

(2) Do you agree that the monetary limit should be described in  
Poincaré francs ?

If not in what other currency or value ?

(3) What should the amounts be ?

(Give the indication in f.i. US\$).

(4) Under what circumstances should the carrier lose his right to  
limit ?

(a) Would you agree to the same rule as in the 1957 limitation  
convention ?

(b) If not, indicate what other solution you would prefer ?

*E. Should all regulations in the convention be compulsory ?*

Or should the carrier be allowed to contract out of liability in some  
special instances ?

Or to a certain degree ?

It would not seem unreasonable having regard to the practical  
advantages to let the carrier be able to contract out of any liability for  
f.i. small scratches and other trifling damage to cars, caravans and  
motorcycles.

Alternatively, the convention could give the carrier the right to contract for a certain franchise per vehicle ?

F. Should the convention contain rules *on jurisdiction* ?

If so, one single jurisdiction or several alternatives ?

G. Should the convention contain rules on maximum *time within which to sue* ?

If so, what time limit ?

## LIABILITY OF CARRIERS BY SEA RELATING TO PASSENGERS' LUGGAGE

### REPORT

Prepared by Mr. Sjur Braekhus and Mr. Annar Poulssoon.

During the preliminary work on the Convention concerning Ship-owners' Liability to Passengers it was considered desirable that the Convention should contain also some provisions governing the carriers' liability towards passengers for damage to and loss of luggage.

The Madrid draft of the 24th September 1955 did contain such provisions in Art. 4 and Art. 7 (2) and (3).

This draft was, as far as the basical liability goes, closely tied in with the principles set out in the Hague Rules. Between 1955 and the Brussels Diplomatic Conference 1957 the opinion on the basical liability, however, changed rather substantially.

The consequence was that during the 1957 deliberations the ship-owners' liability to passengers was basically disrupted from the Hague Rules principles, and if the liability to luggage should have followed the new principles, one would have ended up with a situation where the shipowners' liability to luggage was, in some respects, stricter than their liability to ordinary cargo.

The deliberations in Brussels 1957 on this point very soon indicated wide differences in opinion, and in the circumstances it was unanimously agreed to leave out of the draft convention all questions of luggage.

Accordingly, the draft convention which was put before the Diplomatic Conference in Brussels this year did not contain any provisions whatsoever concerning luggage.

During the Brussels meetings in April this year the question of luggage was again brought up, but was rejected as not being within the scope of the work entrusted to the Conference. The Convention was therefore finalized without any references to luggage.

As the question, however, apparently by a number of delegates was regarded as one of great interest, it was proposed that the C.M.I. should be asked to look into the possibility of forming a separate convention concerning luggage.

At the meeting of the Bureau Permanent immediately after the Conference, the Norwegian member of the Bureau was entrusted with the task of getting the work on such an additional convention started.

Accordingly, we have formulated the enclosed *questionnaire*, which should be submitted to all branches of the CMI with a request that replies should come forward before *November 1st this year*.

It should be mentioned that the questionnaire which was sent out in 1953 concerning the Passenger Convention did in fact also contain a couple of questions concerning luggage.

These questions were :

(20) Is a distinction to be made between luggage and other property of commercial value ?

(21) Should a distinction be made between various classes of luggage in regard to the manner of their custody ?

Both questions received practically unanimous confirmative replies.

Oslo, 19th Juli 1961.

Den Norske Sjøretts - Forening  
Hon. Secretary.

## LIABILITY OF CARRIERS BY SEA RELATING TO PASSENGERS' LUGGAGE

### PRELIMINARY REPORT

Reporters are Mr. Sjur Breakhus and Mr. Annar Poulssoon, Oslo.

Reference is made to the « Report » dated 19.7.1961 and to the questionnaire attached thereto.

Replies to that questionnaire have been submitted to us from the Maritime Law Associations of Denmark, Finland, Italy and Sweden.

Although the replies do differ somewhat with regard to the need of a separate Convention concerning passengers' luggage, it seems to be an unanimous opinion of those who have replied that a reasonably worded Convention would certainly be useful. The national systems do at the moment represent a rather mixed up picture, and unification by way of an international Convention would seem to be desirable.

With regard to the details of the questionnaire, the replies are practically unanimous on the main questions, i.e. A) items of luggage to be covered by the Convention, B) period of time which the Convention should encompass, C) the general basis of the liability, D) the applicability of the monetary unit and E) the principle that the Convention should be compulsory and give little room for contractual freedom.

On one point the replies do give practically no indications of opinion, i.e. the actual amount to be fixed for the maximum liability.

The undersigned have therefore had to put up figures which in their view seem to be acceptable, bearing in mind those figures which were previously dicussed at the meetings of the CMI.

The limit of time to sue has been suggested in the draft to 1 year. This is the time indicated in the majority of the replies. One reply sets the time at 6 months.

As will be understood, the project of a separate convention for luggage has not been received with any great enthusiasm. In spite hereof we do believe that there are sufficient basis to continue the work and to see whether a convention is after all desirable.

Many states will at any rate have to alter their national legislation so as to enable them to ratify the 1961 Convention with a luggage

Convention so that national legislators may evaluate both projects more or less simultaneously.

Both on land and in the air there are already existing rules on an international Convention level with regard to luggage. We may only mention the Warshaw Convention on air transport of 1929 and the Rome Convention on transport of passengers by rail of 1933.

We do think that the evaluation of all questions of liability are never at a standstill but on an everlasting change greatly influenced by the steadily growing ethical conscience. From a shipowners' point of view it will, we believe, be easier therefore to obtain acceptance of limitations if they are based upon an international formula.

As for the passengers, it will obviously be of great advantage to know that they are at least protected according to certain minimum requirements.

\*\*

We have indicated above that there are close connections between the 1961 passenger Convention and the present question. We do think that it is most important that the discussions with regard to luggage should if possible be handled quickly if it shall be taken up at all.

We have therefore already at this stage taken upon ourselves to formulate a full draft Convention for the consideration of the CMI at the Athens meeting in April this year. In doing so we have as much as possible drawn up the draft in identical Articles to those of the passenger Convention. We enclose herewith the draft which we hope can be circularized to the national branches of the CMI as quickly as possible, together with these comments.

The discussions could in our opinion be restricted to those main points which have to be new as compared with the 1961 Convention.

To facilitate the reading we have underlined all paragraphs or sentences which are new, and therefore need special attention.

If agreement is reached on the points of principle, all the non-underlined provisions may possibly be accepted without of with very little discussion, they have been se thoroughly thrashed out less than a year ago.

We shall make a few comments on the main points :

*Article 1 (c) :* We have felt that the convention should deal with all articles carried onboard a ship for a passenger except those carried under a B/L. We do think that there should be no « loopholes » in the applicability either of the B/L rules or of this luggage convention.

*Article 1 (f) :* We have found it necessary to describe the period of carriage differently with regard to the different ways in which luggage is handled :

With regard to all articles carried on the passengers' person or in the cabin we propose to follow exactly the definition in the passenger

Convention, whilst for the (usually) more heavy articles which are carried elsewhere aboard the ship the period of carriage necessarily will have to be described differently.

*Article 4* : The basis of liability should in our opinion be : fault or neglect.

However, in a number of instances, luggage is stowed in a ship's hold side by side with cargo carried under a B/L, and it would seem very peculiar if those commodities should not be subject to somewhat the same liability rules. On the other hand there is obviously not the same social need for compulsory regulations regarding luggage as there is concerning personal injury and death.

In view hereof we have let the Hague rules influence our conclusions in the present draft convention, and have accordingly exonerated the carrier for his servants' nautical faults or neglects.

The rule so suggested will be simpler than the detailed specifications contained in the Hague-rules, but will in most cases lead to the same result.

Under article 3 there is no guarantee for seaworthiness but a slightly extended due diligence-rule, close to the Hague-rules and identical with rules in the Passenger Convention.

With regard to burden of proof (Article 4 (3) and (4), we have tried to lay down rules which correspond closely to the possibilities of each party of proving the necessary circumstances.

It is f.i. obviously apparent that the carrier will have no possibility to prove what has not been going on in a passenger cabin, where people walk in and out more or less continuously during the day. Consequently it seems to us that passengers must have the full burden of proof with regard to everything happening in the cabin or with articles carried on the passenger's person.

The corresponding arguments lead to the conclusion that the carrier should have the full burden of proof so far as all other luggage is concerned.

*Article 6* : The question of fixing the limitation of liability has caused some trouble. Should it be limited to so much per kilo, per package or per passenger or to some other basis ? We have found the per kilo basis of the Warshaw Convention unpractical, both because the weight of passenger luggage onboard a ship may run to a very high figure and often is not ascertainable. Even the per package limit is in our opinion not practicable in its pure form, for the same raison. We do, however, believe that our suggested mixed basis is workable.

So far as the actual amount is concerned we have had little or no leading advice in the answers to our questionnaire.

The figures mentioned in the Madrid draft of the Passenger Convention seem somewhat out of date, particularly in regard to the actual

value of motorcars carried so often now on or in connection with a passenger ticket.

On the other hand, all experience of liability underwriters do show that a fixed maximum amount of liability, though intended to represent an upper limit only, tend to become a minimum figure as well. Particularly in cases of luggage, where there are no invoices or other vouchers or documents showing the number or value of missing or damaged articles, the amount should not be allowed to be inflated too much.

So far as registered luggage is concerned there is a certain check already in the luggage receipt. Finally the value of a motorcar or other vehicle is fairly easily ascertainable. Accordingly we have suggested higher amounts for these categories of luggage. We do believe that they represent a reasonable compromise of the conflicting interests of the two parties.

It will be realised that the amount suggested as the limit for a motorvehicle is rather compared with the present practice in maritime transport. However, the figure of 20.000 frs. seems to correspond reasonably well with the value of an average motorcar today. (The usual traffic insurance on motorcars can easily handle any excess values).

When the average passenger is allowed a claim so close to the full value of his motorcar, provisions must on the other hand be made for some way of eliminating all the trifling claims for scratches and stains to the finishing of the car. There are two reasons for this : firstly passenger cars are practically always used cars. It would be absolutely impossible for the carriers' people before loading to inspect such cars sufficiently so as to ascertain even hairline scratches. secondly the finish of a modern motorcar is so « tender » that in many cases it is literally impossible to load, stow and discharge such a car without inflicting some minor scratches of chafings on its body.

These views have led us to the conclusion that the carrier should be allowed to contract for a certain deductible, applicable to claims for damage to motor vehicles. When it is a question of total loss, these arguments do not carry any weight, so we have suggested the application of a deductible to be restricted to partial damages. We do believe the figure of 5 % to be reasonable.

We may add that there are very strong views in Scandinavia that some sort of deductible must be a condition for including motor vehicles in the present draft convention.

*Article 9* : The question of jurisdiction has caused special considerations. As will be remembered, this question was the subject of rather heated argumentations during the diplomatic conference in Brussels last year on the Passenger Convention.

We cannot but state that the solution which was finally adopted in that Convention is, in the opinion of the legal experts in the four

Scandinavian countries, not a happy one. It was and still is a strong feeling in these countries that prohibition should have its basis in a framework of jurisdictional alternatives, and then, and only then would it be sound to prohibit clauses which tried to widen the jurisdictional alternatives basically agreed upon.

However, we do not want to take up this discussion again, because we feel that it will be reasonable that a passenger who has claims both for personal injury and for damage to luggage should be able to sue the carrier for both categories of claims, in one and the same court.

The carrier will at any rate have to put up with these wide facilities of the passenger with regard to the personal injury claims, and the added inconveniences which the application of the same rule also to luggage claims bring, would seem to us not of very great importance.

Accordingly we have adopted the wording of the 1961 Passenger Convention on this point.

*Article 10* : We have not found Article 10 (2) or (3) of the Passenger Convention applicable to the present draft. Accordingly we suggest only 10 (1) maintained, and in its unaltered form.

*Article 11* : We have to a great extent maintained the same rules as in the Passenger Convention with regard to time limits, but have found it unnecessary to increase the well known 1 year limit in the Hague rules to the two year limit in the Passenger Convention. The same arguments which do influence the decision when it comes to personal injury do not have any weight so far as luggage is concerned, and we therefore do think that the 1 year limit is workable.

INTERNATIONAL CONVENTION FOR THE  
UNIFICATION OF CERTAIN RULES RELATING  
TO CARRIAGE OF PASSENGERS' LUGGAGE  
BY SEA

FIRST PRELIMINARY DRAFT

(March 1962)

**Article 1**

In this Convention the following expressions have the meaning hereby assigned to them :

(a) « carrier » includes the shipowner or the charterer or the operator who enters into a contract of carriage of passengers and luggage.

(b) « contract of carriage » means a contract made by or on behalf of a carrier to carry passengers *and their luggage*, but does not include a charterparty.

(c) « passenger » means only a person, carried in a ship under a contract of carriage.

(d) « ship » means only a sea-going ship.

(e) « luggage » means any articles which a passenger carries on his (her) person or takes with him (her) in the cabin, and any other articles carried for the passenger except articles carried under a B/L.

(f) « carriage » covers the following periods :

1) *With regard to any articles which the passenger carries on his (her) own person or takes with him (her) in the cabin*, the period while a passenger is on board the ship and in the course of embarkation or disembarkation, but does not include any period while the passenger is in a marine station or on a quay or other port installation. In addition « carriages » includes transport by water from land to a ship or vice-versa, if the cost is included in the fare, or if the vessel used for this auxiliary transport has been put at the disposal of the passenger by the carrier.

2) *With regard to all other articles the period from the time of delivery to the representative of the carrier on shore or on board and until the time of redelivery*.

(g) «international carriage» means by carriage in which according to the contract of carriage the place of departure and the place of destination are situated either in a single State, if there is an intermediate port of call in another State, or in two different States.

(h) «contracting state» means a State whose ratification or adherence to this Convention has become effective and whose denunciation thereof has not become effective.

## Article 2

This Convention shall apply to any international carriage if either the ship flies the flag of a contracting State or if, according to the contract, either the place of departure or the place of destination is in a contracting State.

## Article 3

1) Where a carrier is the owner of the carrying ship he shall exercise due diligence, and shall ensure that his servants and agents, acting within the scope of their employment, exercise due diligence to make and keep the ship seaworthy and properly manned, equipped and supplied at the beginning of the carriage, and at all times during the carriage and in all other respects to secure *the safe transportation of the luggage*.

2) Where a carrier is not the owner of the carrying ship, he shall ensure that the shipowner or operator, as the case may be, and their servants and agents acting within the scope of their employment, exercise due diligence in the respects set out in paragraph (1) of this article.

## Article 4

1) The carrier shall be liable for *loss of or damage to the luggage* if the incident which causes *the loss* or damage occurs in the course of carriage and is due to the fault or neglect of the carrier or his servants or agents acting within the scope of their employment.

2) *However, the carrier shall not be liable if the fault or neglect is committed by the carrier's servants in the navigation or management of the ship.*

3) *The burden of proving the fault or neglect of the carrier or of the carrier's servants or agents lies with the passenger with regard to all articles carried on the passenger's person or in his (her) cabin.*

4) *The burden of proving the non-existence of fault or neglect of the carrier or of the carrier's servants or agents lies with the carrier so far as all other luggage is concerned.*

## **Article 5**

If the carrier proves that the *loss of or damage to the luggage* was caused or contributed to by the fault or neglect of the passenger, the Court may exonerate the carrier wholly or partly from his liability in accordance with the provisions of its own law.

## **Article 6**

1) *The liability for the loss of or damage to the articles carried on the passenger's person or in the cabin shall in no case exceed 6.000 frs. per passenger.*

2) *The liability for loss of or damage to motorcar, caravan, motorcycle or other motorvehicle including all articles carried in or on the vehicle shall in no case exceed 20.000 frs. per vehicle.*

3) *The liability for the loss of or damage to all other articles than those mentioned under (1) or (2) shall in no case exceed Frs. 10.000 per passenger.*

4) *Each franc mentioned in this article shall be deemed to refer to a unit consisting of 65,5 milligrams of gold of millesimal fineness 900.*

The sum awarded may be converted into national currencies in round figures. Conversion of this sum into national currencies other than gold shall be made according to the gold value of such currencies at the date of payment.

5) The carrier and the passenger may agree by special contract to a higher limit of liability.

*They may also agree that in case of damage to a motorcar caravan, motorcycle or other motorvehicle, the liability shall be subject to a deductible not exceeding 5 % of the round value of the damaged vehicle.*

6) Any legal costs awarded and taxed by a Court in an action for damages shall not be included in the limits of liability prescribed in this article.

7) The limits of liability prescribed in this article shall apply to the aggregate of the claims put-forward by or on behalf of any one passenger, his personal representatives, heirs or dependents on any distinct occasion.

## **Article 7**

The carrier shall not be entitled to the benefit of the limitation of liability provided for in article 6, if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause damage or recklessly and with knowledge that damage would probably result.

## **Article 8**

The provisions of this Convention shall not modify the rights or duties of the carrier, provided for in international Conventions relating to the limitation of liability of Owners of seagoing ships or in any national law relating to such limitation.

## **Article 9**

*Except as provided for in article 6 (5), any contractual provision concluded before the occurrence which caused the damage, purporting to relieve the carrier of his liability towards the passenger or to prescribe a lower limit than that fixed in this Convention, as well as any provision purporting to shift the burden of proof, which rests on the carrier, or to require disputes to be submitted to any particular jurisdiction or to arbitration shall be null and void, but the nullity of that provision shall not render void the contract which shall remain subject to the provisions of this Convention.*

## **Article 10**

Any claims for damages, however founded, may only be made subject to the conditions and the limits set out in this Convention.

## **Article 11**

1) *In case of loss of or damage to luggage the passenger shall give written notice of such loss or damage to the carrier within 15 days of the date of disembarkation. If he fails to comply with this requirement, the passenger shall be presumed in the absence of proof to the contrary, to have received his luggage undamaged.*

2) *Actions for damages arising out of loss of or damage to luggage shall be time-barred after a period of one year from the date of disembarkation or if the ship has become a total loss, from the date when the disembarkation should have taken place.*

3) The law of the Court seized of the case shall govern rights of suspension and interruption of limitation periods in this articles; but in no case shall an action under this Convention be brought after the expiration of a period of three years from the date of disembarkation.

## **Article 12**

(1) If an action is brought against a servant or agents of the carrier arising out of damages to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits

of liability which the carrier himself is entitled to invoke under this Convention.

(2) The aggregate of the amounts recoverable from the carrier, his servants and agents, in that case, shall not exceed the said limits.

(3) Nevertheless, a servant or agent of the carrier shall not be entitled to avail himself of the provisions of paragraphs (1) and (2) of this Article if it is proved that the damages resulted from an act or omission of the servant or agent, done with intent to cause damage or recklessly and with knowledge that damage would probably result.

### **Article 13**

This Convention shall be supplied to commercial carriage within the meaning of article 1 undertaken by States or Public Authorities.

### **Article 14**

This Convention shall not affect the provisions of any international Convention or national law which governs liability for nuclear damage.

### **Article 15**

This Convention shall be open for signature by the States represented at the (.....) session of the Diplomatic Conference on Maritime Law.

### **Article 16**

This Convention shall be ratified and the instruments of ratification shall be deposited.

### **Article 17**

(1) This Convention shall come into force between the two States which first ratify it, three months after the date of the deposit of the second instrument of ratification.

(2) This Convention shall come into force in respect of each signatory State which ratifies it after the deposit of the second instrument of ratification, three months after the date of the deposit of the instrument of ratification of that State.

### **Article 18**

Any State not represented at the (.....) session of the Diplomatic Conference on Maritime Law may accede to this Convention.

The instruments of accession shall be deposited with the Belgian Government.

The Convention shall come into force in respect of the acceding State three months after the date of the deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article 17, paragraph (1).

### **Article 19**

Each High Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such High Contracting Party. Nevertheless, this denunciation shall only take effect one year after the date on which notification thereof has been received by the Belgian Government.

### **Article 20**

(1) Any High Contracting Party may at the time of its ratification of or accession to this Convention or at any time thereafter declare by written notification to the Belgian Government that the Convention shall extend to any of the countries which have not yet obtained sovereign rights and for whose international relations it is responsible.

The Convention shall three months after the date of the receipt of such notification by the Belgian Government, extend to the countries named therein.

The United Nations Organization may apply the provision of this Article in cases where they are the administering authority for a country or where they are responsible for the international relations of a country.

(2) The United Nations Organization or any High Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter declare by notification given to the Belgian Government that the Convention shall cease to extend to such country.

This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government.

### **Article 21**

The Belgian Government shall notify the States represented at the (.....) session of the Diplomatic Conference on Marine Law, and the acceding States to this Convention of the following :

(1) The signatures ratifications and accessions received in accordance with Articles 15, 16 and 18.

(2) The date on which the present Convention will come into force in accordance with Article 17.

(3) The notifications with regard the territorial application of the Convention in accordance with Article 20.

(4) The denunciations received in accordance with Article 19.

## **Article 22**

Any High Contracting Party may three years after the coming into force of this Convention in respect of such High Contracting Party or at any time thereafter request that a Conference be convened in order to consider amendments to this Convention.

Any High Contracting Party proposing to avail itself of this right shall notify the Belgian Government which, provided that one third of the High Contracting Parties are in agreement, shall convene the Conference within six months thereafter.

# D. D. RULES

## FINAL DRAFT & REPORT

by James Paul GOVARE

*President of the International Subcommittee*

## INDEX

- A — General Principles
- B — Expected time of arrival
- C — Notice of readiness
- D — Free-time
- E — Laytime
- F — Demurrage
- G — Detention
- H — Despatch money

---

NOTE : In order to facilitate corrections to the Rules or changes in their classification, each chapter has been given separate numbering, but in the final text there will only be one series of numbers, from the first to the last Rule.

## GENERAL PRINCIPLES

### Rule 1

This rule is by far the most difficult to draft because several Associations hold some opposite views :

Sweden, Italy and others would like to see these Rules confirmed by a Convention and become compulsory. They realize that it is impossible, but desire that the Rule overrides the contracts.

Yougoslavia desires that a Rule be only put aside, when it is in contradiction with a compulsory law. Germany holds a similar view.

The British Association points out that « the possibility of expressly deviating from some provisions suggests all manner of complications in the fixing negotiations ».

On the contrary, England and other Associations desire that the agreement of the parties overrides any Rule, and the Greek Association suggests that a Rule be put aside when it is conflicting or inconsistent with a provision of the contract.

Finally Germany and France suggest that the Rules simply codify what is general practice and do, only reluctantly, provide for innovations.

Therefore three different Rules must be suggested, none of which is perfectly satisfactory.

It must here be stated that these Rules are not compulsory and are only binding between the parties when there is a reference in the contract, like for the York-Antwerp Rules. As none of these Rules is compulsory, each of them should incorporate « unless otherwise clearly provided » with the hope that, like for the York-Antwerp Rules, they be usually adopted without amendment to any Rule.

#### *First :*

Reference to these Rules means their adoption as a whole, the only exception being in respect to those expressly deviated from.

#### *Second :*

Reference to these Rules means their adoption as a whole, in as far as they are not conflicting or inconsistent with a provision of the contract.

#### *Third :*

Reference to these Rules means their adoption as a whole but the Rules N° (innovation) only apply if expressly referred to. Any provision in the contract will

prevail over a Rule which is conflicting or inconsistent with a clear provision of the contract.

#### **Rule 2**

The Rules are independent of any legislation and overside local harbour customs or customs of the trade.

This Rule is generally approved because the unanimous desire is to achieve uniformity and disregard the customs of ports or trades.

#### **Rule 3**

If a Rule contains any provision which is contrary to the public policy of the country in which these Rules are to be applied, such provision alone is to be invalid; it will not affect the application of the other Rules.

This Rule is very generally agreed. The Yugoslav Association insist on the fact that only the laws of public policy, to which any deviation is prohibited, should override a Rule or part of a Rule. This should help the efforts in reaching unification in the settlement of maritime disputes.

#### **Rule 4**

The Court having jurisdiction in respect of freight also has jurisdiction in respect of lay-days, demurrage, detention and despatch money.

Some Associations agree, others like the British, desire that it be considered. Argentine points out that it would be troublesome if a Charter provides for arbitration in London and that demurrage is due at Rio. It is however the actual position at present. USA and Italy suggest that the Rule be deleted.

*Previous Rule 5* is deleted because said to be superfluous and leading to misunderstanding. The use of the expression of « laytime » instead of « lay-days » avoids any difficulty in the time sheet.

#### **Rule 5 (ex Rule 6)**

Goods may not be abandoned as payment for freight, demurrage or detention.

This Rule is generally approved but the U.K. Association suggests that the word « freight » might be deleted as the Rules do not deal with freight. It has been thought advisable to leave it in, so that no one could contend that goods may be abandoned as payment of freight.

## EXPECTED TIME OF ARRIVAL

### 1. — *Definition :*

The E.T.R., when stipulated in a contract, is the notice which the Master is to give, in the agreed time, before arriving at port.

This provision is generally admitted. The Danish Association thinks it useful. The new wording proceeds from the German and Greek reports.

The German Association suggested further that one would add : « The Master, his representatives or agent ». This has appeared superfluous; it is always agreed to be so, specially when the vessel is still a few days before reaching port.

### **Rule 2**

The clause stipulating an ETA notice does not relieve the Master of the duty to give subsequently notice of readiness. No notice of readiness can be given before the ETA agreed time has elapsed.

The second sentence has been suggested by the Yougoslave and other Associations.

### **Rule 3**

When, by virtue of the same contract, a vessel has to proceed to several ports, the stipulated notice as to Expected time of arrival is only obligatory with respect to the first port, and only to the subsequent ports which are distant of at least three days from the precedent.

This Rule is generally agreed, except the word « neighbouring » which was not clear and has been deleted. The Italian suggestion has been incorporated as a last sentence. The Argentine suggested that the ETA could only be dispensed with, when the ports are in the same State; such a restriction does not appear advisable.

## NOTICE OF READINESS

### 1. — *Definition :*

Notice of readiness means the notice which the Master must give to the Shipper or Receiver that the vessel is ready to load or discharge her cargo.

This new wording takes into consideration all the remarks and proceeds directly from the French, German, and Greek drafts.

(Previous Rule 2 has been transferred to « Free-Time »)

#### **Rule 2 (ex Rule 3)**

The Notice that the vessel is ready to load or discharge may only be given when the vessel is actually ready for such operations, or will be so, in due time, according to the contract.

This Rule gave rise to many remarks and suggestions. The second sentence should satisfy most Associations and is given by the German, Greek and Italian reports.

The report of Denmark request that the vessel be at least in the port, while the German, dealing with previous Rule 2 ask that the Rules should define what an « arrived vessel » is, in which case the American report (See 3 par. a & b) should be referred to and taken into consideration. The conference will see whether such a provision is advisable, so as to set a principle before the exceptions to it, such as « off the port », « whether in berth or not » are defined and ruled.

The Association of Sweden desires that a sanction be provided when the notice is delivered and that the vessel is not ready in due time.

Yougoslavia questions whether one could mention whether the readiness means not only that the vessel is ready, but also that the official and Port formalities have been complied with ?

The U.S.A. ask for and suggest definitions of « readiness » which can unfortunately not cover every case.

#### **Rule 3 (ex Rule 4)**

The Notice must be given to the Shippers, Receivers, or consignees or to their agents during normal office hours.

This Rule is generally approved of. Denmark and Yougoslavia asked that the office hours be fixed. The expression is the usual one inserted in Charters and it did not seem possible to impose the same office hours to ports of North Norway and South India.

U.S.A. draw attention on the fact that in the special trade of petrol tankers, notice may be given at any time.

#### **Rule 4 (ex Rule 5 and 6)**

When the berth has not been fixed in the contract, the Master has to berth the ship as ordered by the Shipper or Receiver respectively, who must ensure that such berth

is available upon the Master's immediate request. When the ship is thus ordered to a place which is not safe, admissible or suitable, the Master may select another satisfactory and customary berth.

The Notice may be validly given whilst awaiting entry to the place thus ordered or agreed.

Italy and Greece suggested to delete ex Rule 5, because it is out of the subject. Argentine and Yougoslavia note that it deals with the responsibility in selecting a safe berth. All other Associations have, as anticipated, disagreed with the suggestion previous Rule 5, which is contrary to all customs; but their remarks have lead to the drafting of the new Rule, incorporating ex 5 and 6 which should also satisfy the desires of Denmark, Sweden and U.S.A. The wording was partly drawn from the German draft.

#### **Rule 5 (ex Rule 7)**

Where there are several consignees and they disagree on the choice of the berth, the Master shall adopt the choice of the largest consignment of cargo.

This Rule is generally accepted as convenient, although Sweden and U.S.A. think it ambiguous unless, as suggested by Argentine, it is made clear that « largest » means the biggest volume and not the highest value. As some goods are difficult to handle, such as long iron bars, motocars, etc..., Greece suggests than when several consignees disagree, the Master alone decides.

(*Previous Rule 8* is deleted because out of the subject and giving rise to many disputes. Germany, Sweden and Yougoslavia were however in favour, with slight amendments).

#### **Rule 6 (ex Rule 9)**

The clause « *Whether in berth or not* » enables the Master to give notice as soon as he arrives at the port, irrespective of the availability of the berth.

This Rule is generally accepted as suitable.

But Germany and Denmark desire that this clause become équivalent to the clause « *At port* ». USA on the other hand desires that all such clauses whether usual or not, be set out, defined and regulated, or on the contrary that no clause be mentioned.

The last line of Provisional Rule 9 has been deleted because one should not repeat and prejudice the consequence of giving a notice.

### **Rule 7 (ex Rule 10)**

The clause «*Free of turn*» burdens the cargo with the risk of the vessel having to wait at certain ports whose authorities regulate access and impose waits at buoys or in the roads outside the port.

This Rule is generally accepted.

But Italy desires that, with such a clause, the Master be entitled to give the notice, already when he is off the port, or in the port's roads. Sweden and Yugoslavia hope to extend the effect of this clause and to burden the cargo with such risks in all ports where vessels may have to wait their turn to berth.

What can be admissible when parties have agreed to the clause «*Free of turn*» appears difficult to impose to all Charterers who have signed their contract without such a clause.

### **Rule 8 (ex Rule 11)**

The clause «*At Port*» or «*Off the Port*» entitles the Master to give the Notice as soon as the vessel is in the roads or in the port waters or so near thereunto as she may be permitted to approach. It relieves him of the obligation of having to enter the port before giving the Notice. Time counts whatever may be the reason which prevents immediate entry into the port, but the actual time occupied in moving from the place of stoppage to the loading or discharging berth not to count as laytime.

This clause is generally accepted, however words have been added to the first and the last sentence, as suggested by the Danish Association and in accordance with the Churchill Clause 1960.

### **Rule 9 (ex Rules 12 to 16)**

- a) «The clause «*As near as*» entitles the Master who is prevented from entering the agreed port pursuant to an obstacle which came into existence (or became known) after the conclusion of the contract to proceed to the nearest port and to tender there notice of readiness.
- b) This clause entitles the Master when he is sufficiently informed of the obstacle to deviate from his course or to leave out a port of call without obligation to proceed to that port.

- c) When the Master availing himself with good reason of that clause discharges the whole or part of the cargo the expenses (including the cost of transportation to the port of destination) and risks of this operation are for account of the goods and the time used counts as loading or discharging time. The time which may have been used to proceed from the port of discharge to the port of destination does not count.
- d) When the Master availing himself with good reason of that clause discharges the cargo in a port other than the agreed port neither any reduction nor any supplement in freight is due. »

This Rule 9 is a redraft of Rules 12 to 16 which had been generally accepted with some amendments which appear to have been fully met in the German suggested draft which has been adopted.

In the first paragraph the words « *or became known* » are in brackets, because such provision is disputed. The French Cour de Cassation admitted, very long ago, that a vessel due to Gravelines could unload in Dunkirk because she was to wide to pass through the Graveline lock. But the international and recent French case-law seems to be that the Owner must inquire before signing the Charter and the excuse of his ignorance until it « *became known* » to him is no satisfactory excuse. Owners may question their local agents or the Charterer before concluding the Charter.

The second paragraph is in accordance with the modern case-law. A Master may, by radio, be informed of the depth of water of a port, or river-mouth, without having to reach the river and sound her to ascertain the depth.

The last paragraph is not in accordance with all legislations but none of them has disposed of this matter by a compulsory law of public policy.

## FREE-TIME

### 1. — *Definition :*

Free-time means the period which runs between the receipt of the Notice and the commencement of lay-time.

There are no objections to that definition, but Germany and USA suggest to delete all rules concerning the Free-time. This would leave

unsettled the time between the Notice and the lay-time; it would be an omission not to deal with a time which obviously exists and is universally known under the British name of « free-time ».

#### **Rule 2 (ex Rule 2 and 3, and ETA Rule 3)**

Free-time commences immediately on delivery and acceptance of the Notice. When it ends the lay-time begins.

The Master may authorize loading or unloading before the end of the free-time; when so, any time used counts as lay-time.

### **LAY-TIME**

#### **1. — *Definition :***

Lay-time means the time agreed upon for loading and for unloading the cargo.

This definition is generally accepted without objection, except that the German Association suggests to strike out the word « lay-time » from the Rules and always insert « the loading time and the discharging time ».

#### **Rule 2 (ex Rule 2 and 3)**

Lay-time is counted from the expiration of the free-time. Its duration, when not laid down in the contract, is based on the actual time similar cargos from similar type of vessel are being handled at that port.

This amended draft, driven from the report of Denmark and Germany, should meet the desire of France, Italy, Sweden and USA who tend to avoid any reference to customs of the port.

#### **Rule 3 (ex Rule 4)**

The charterer is entitled to all the lay-time, even if it had been possible to load or discharge more quickly.

This Rule is approved by all, when only for convenience sake, and the German Association agrees that it rests on the Carriers to check exactly their time-estimates.

#### **Rule 4**

Lay-time counts from the beginning of the next shift after delivery and acceptance of the notice of readiness.

This Rule sets a principle. It did not appear possible nor advisable to settle all eventualities that can occur and which the German Association rightly mentioned.

#### Rule 5

Lay-time is not reversible.

This Rule is agreed.

#### Rule 6

When the contract stipulates that the lay-time is reversible, demurrage at loading will be set off against time saved in discharging and vice versa.

This text is suggested by Mr Steuch in his notes of Sept. 4th 1961. He remarks that a specified lay-time at each end must not be similar to a total in and out lay-time. Shippers do particularly pay attention to this Rules : When a Shipper has deserved Dispatch-money, he does not admit to be deprived of it because Receivers had a very slow unloading. Vice versa, a Receiver refuses to pay Demurrage because the Shipper has used all the lay-time.

However the suggested Rule adopted by Germany may nevertheless imply that «reversible lay-time» is practically equal to «total lay-time».

(*Previous Rule 7* is deleted. All Carriers are accustomed to count a quantity per «workable» hatch. It is rare that one hold is double the size of the others and has only one single hatch like smaller ones).

(*Previous Rule 8* is deleted, because unusual although it is frequently used in France for all shipments of scrap.)

#### Rule 7 (ex Rule 9)

A clause stipulating lay-days in terms of running or consecutive days means that the night hours are non-deductible even if a port is involved where night handling is not customary.

The words «or consecutive» have been added on the suggestion of Italy to avoid any misunderstanding.

Yugoslavia would suggest that all, most usual such clauses, be studied and ruled.

#### Rule 8 (ex Rule 10 and 11)

The «As fast as» clause means that Shippers must provide cargo and Receivers dispose of it as fast as vessel

can receive or deliver it, even if using extra handling equipment.

« Any reference to customs of the port, may concern the handling of the cargo but does not effect the principle that the speed is governed by the ship.

This redrafted Rule should meet the remarks and suggestions of Denmark and Greece, also of Germany and Italy who had agreed on the previous draft.

#### **Rule 9 (ex Rule 12)**

The party who claims that lay-time has been interrupted must supply justification for his contention.

It has been suggested that such Rule be useless. It can be of no harm as was thought necessary in 1924 for Rule E of the York-Antwerp Rules.

#### **Rule 10 (ex Rule 13)**

The operation of lay-time is interrupted by any unforeseeable and insurmountable event which makes the reasonable handling of the goods impossible.

Many comments were made on this Rule. Germany and Denmark noted that there was no such provision in their legislation. USA state that it is contrary to common law. Sweden holds that the cause of interruption is too wide. Yugoslavia desires to include the strike in the causes of interruption. Greece desires some explanations.

Comments are necessary.

It is a principle in the Continental legislation that one is excused for not having executed an obligation when a case of «force majeure» has prevented one from doing so. That is the latin force majeure, unknown to the Anglo-saxon legal system. The Court of Cassation has always defined it in similar terms when upholding or cancelling a Court's decree : constitutes a case of force majeure the event which was unforeseeable and insurmountable and made the performance of the obligation absolutely impossible. The alledged event must satisfy the three imperative requirements of the Supreme Court. These Words for «force majeure» have thus been mentioned in this Rule.

The fact that the performance of an obligation is more expensive is not admitted as a case of force majeure; but the word «reasonable» (or such other term) appeared advisable because a Shipper of bulk may always load with his wife, equipped with tea-spoons.

#### **Rule 11 (ex Rule 14)**

The operation of lay-time is interrupted on legal holidays, on Sundays and on Saturdays' afternoons or on such days where the custom of the State or religious factors have made another weekly rest effective. The operation will not be interrupted if work is actually carried out during such time.

This new drafting should meet with general approval. Sweden had asked that, in accordance with the desire expressed by many Associations the reference to the custom of the port be, here also, avoided. Germany and U.S. agree but thought the Rule useless as it is mentioned in all contracts «*Shex*»; but as the aim of these Rules is to eliminate such clauses of the Charters as was achieved for the General Average, this Rule should remain. Denmark and Sweden pointed out that one could always work at any time, be it in overtime. It did not appear fair to keep the lay-time counting on Christmas Sunday or other such holiday although, as a principle work could be performed at great expense. Greece drew attention on the fact that in the Countries of Mahometans or Israelis, the weekly holiday is not on Sunday.

#### **Rule 12 (ex Rule 15)**

The operation of lay-time is interrupted by any stoppage in handling imputable to the vessel.

This Rule is agreed. Some Associations ask that the Rule should end with «*entirely (or exclusively) imputable to the vessel*». U.S.A. desires that this Rule should apply only to a fault of the ship; this restriction does not appear advisable because when, without any fault on her part, a vessel has to leave her berth for bunkering purposes, or for repairs of damage caused by fire or by a collision while she was at berth, the lay-time should be interrupted.

#### **Rule 13 (ex Rule 16)**

The Master is not bound to open the hatches when bad weather might affect the cargo and the operation of lay-time is not interrupted.

The Rule previously drafted under n° 16 raised criticism. Whether time counts or not may depend on other clauses of the contract (w.w. day). The Rule as it now stands is of importance and might remain although it deals no longer with D.D. The principle could remain that lay-time is not interrupted, so that one could not invoke Rule 9 (ex 13) and 11 (ex 15) when the w.w. day clause is not in the contract.

#### **Rule 14 (ex Rule 17)**

Either the congestion of quay hindering the loading or unloading, nor the shortage of labour or handling equipment interrupts the lay-time.

This new wording satisfies the desire of Yougoslavia and is copied out from the Italian report. The U.S. suggest that it be deleted and left to the parties to include it in the contract; in this respect one can but repeat the example given by the York Antwerp Rules.

(*Previous Rule 18* is deleted because many Associations held that it did not concern D.D. Rules).

(*Previous Rule 19* is deleted on the suggestion of Denmark, Italy, Sweden and USA because the Ice clause does not concern D.D. Rules. However Germany suggest that the clause be maintained up to the word « unless », as it has a direct effect on the time when the Notice may be given. The clause would read : « The Ice clause relates to port waters and not to the approach routes taken by the cargo ». The reason why the Rule has nevertheless been deleted, is that there is no standard wording of an Ice clause and that they are of great diversity).

#### **Rule 15 (ex Rule 20)**

The «*weather permitting*» clause suspends the operation of lay-time when handling has been interrupted because of bad weather, with regards to the considered goods at stake. In this case the events stipulated in Rule 10 do not have to occur.

This Rule has been agreed. The words added to the previous draft were suggested by the Greek and Danish Associations.

#### **Rule 16 (ex Rule 21)**

The clause «*Weather working day*» means that when cargo handling is impossible in one of the cases referred to in Rule N° 14 the time up to the end of a working shift does not count, unless used. »

The previous draft of this Rule has been agreed with several suggestions and remarks. The new draft, extract from the German report seems to dispose of all of them.

*Previous Rule 22* is deleted, as suggested.

*Previous Rule 23* dealing with the war clause is deleted, as suggested, because there are many different war clauses, each of which determine their scope.

*Previous Rule 24* is deleted because there is a great variety of strike clauses.

*Previous Rule 25* on lock-out, is deleted because there is a great variety of clauses.

But some hints are made to clauses which exclude « strike, lock-out, ice... etc... without any particular details. It might therefore be advisable to state what they mean and to what extent they apply. Previous Rules 23, 24, 25, should be considered.

*Previous Rules 26 and 27* concerning delivery under tackle are deleted because out of the scope of D.D. Rules.

## DEMURRAGE

### 1. — *Definition :*

Demurrage means the time during which the vessel is detained for handling cargo after the expiration of lay-time.

### Rule 2

Demurrage runs automatically from the expiration of lay-time.

This Rule may have become useless, but at a time when one considered Demurrage as damages Courts required a notification of the expiry of lay-time and a summon to complete the loading or unloading. This Rule may still be recommended, to meet with some remarks of the USA.

### Rule 3 (ex Rule 4)

Clauses interrupting lay-time do not apply to demurrage which is never interrupted even in the cases stipulated in Rule E 10 except when the interruption is imputable to the vessel.

This clause is generally agreed. Denmark suggest that one strikes out the nine last words, but they appear fair for the reasons set out at Rule 11 (actually E.10). The words «exclusively imputable» might meet with the Danish remark and might not disagree with the German, Italian and Sweden approval.

### Rule 4 (ex Rule 5)

Demurrage becomes due and payable day by day.

No remark on the merits except from Germany who suggest that the Demurrage be « counted » and payable day by day. Such an expression might be misleading as time counts per hours and minutes.

#### **Rule 5 (ex Rule 3, including all « Additional Demurrage » Rules)**

The demurrage rate is an agreed contribution of the Charterer towards the Owner's charges and expenses to keep up the vessel after the lay-time. Such rate is agreed for a time equivalent to half of the lay-time, after what the rate will be doubled so as to contribute more efficiently to the Owner's charges.

These two Rules and the following, had to be entirely amended to meet the objections of the American Association who drew attention on the fact that when a demurrage rate (and specially additional demurrage) appeared like damages or a fine, the Rule would be null and void as prohibited under the legislation of USA.

Such amendment may appear troublesome to many maritime circles, but they seemed to be inevitable and imperative to obtain that the said Rules when referred to be inforced by the American Law-courts.

This revised Rule is of great importance. Germany points out that their ancient laws granted 14 days. French case-law is unsettled; all law books refer to sur-surestaries, but no law has fixed a time, and the ancient case law stated that, after ten days, the demurrage was to be increased with 50 %. The Greek Association suggests that the demurrage time be equal to the lay-time. Germany makes the same suggestion but adds « minimum 3 days, maximum 10 days ». The Danish report makes a suggestion which appears more satisfactory : the demurrage time be half of the lay-time, because at present Owners and Charterers are able to estimate the normal time required for loading and unloading. When they make a mistake it is or should not be of more than half the time, and after such a time the demurrage should be increased so that the Owner receives a more substantial participation towards his charges and expenses.

This Rule disposes therefore of two questions :

- The time of the first period,
- The rate of the second one.

#### **Rule 6**

The Demurrage rate, when agreed between the parties in the contract, is no longer questionable when time-sheets and accounts are being drawn up.

### **Rule 7**

In the event of discharging on his own authority, the Master is only entitled to demurrage if he proves that he exercised all diligence. If the lay-time is reversible and the total time was occupied in loading, demurrage is due in principle; only the time counted has to be justified.

There is no criticism to this Rule apart from suggestions from Sweden and USA to delete it.

### **Rule 8**

When there is a dispute about the amount of the demurrage the judge may order delivery of the cargo against a deposit of the sum in dispute or against a good and valuable security.

Germany inquires whether the recourse to a judge is required ? The threat of exercising a lien, or the effective seizure should be sufficient. When the Rule is maintained, Denmark suggests that one adds : « Amounts which are deposited (or guaranteed by a security) shall be released to the Carrier when the goods are delivered, unless the Receiver prevents such release by arrest or other provisional in junction ».

The previous Rule was drafted so that nothing be left aside, but questions of lien on the cargo for demurrage are identical to those for freight (see Rule 11) and are somewhat out of the subject. This Rule should be deleted when Rule 11 is agreed.

*Previous Rule 9* on joint liability is deleted because a Shipper cannot be held liable for demurrage incurred by the Receiver, but the following Rule is required.

### **Rule 9**

The Charterer is responsible for all freight, demurrage and damages for detention, which the Carrier could not recover by exercising a lien on the cargo.

### **Rule 10**

The Receiver is not liable for demurrage during loading, if it is not mentioned on the bill of loading, unless he is also the Charterer or Shipper.

This Rule such as amended should meet the different remarks and suggestions.

## **Rule 11**

The Carrier has the benefit of the same securities, including the lien on the cargo, for the demurrage as for the freight.

The principle of this Rule has been agreed. However, Italy suggests that the securities be defined so as not to be subject to the national laws. The American Association held that the wording was not very clear; so did the German Association who suggests the wording which is here adopted. Should one mention the Carrier or the Shipowner? The latter expression should include and cover the « disponant Owner ».

## **DETENTION**

### *Definition*

Detention of the vessel means the time during which the vessel is detained on account of the cargo after the expiry of the demurrage period.

This Definition is generally agreed, although the German Association suggests « delayed » instead of detained (which would include the waiting for a high tide, etc...) and to substitute to « cargo » the Charterer, Shipper or Receiver.

## **Rule 2**

Detention gives rise to damages as compensation for the loss proved by the Shipowner. He is however entitled to be satisfied with the rate agreed for demurrage.

## **DESPATCH MONEY**

### *Definition*

Despatch money means the sum which the Carrier is to pay to the Charterer for all working lay-time saved.

## **Rule 2 (ex Rule 2 and 3)**

The rate of payment for despatch money is half that for demurrage.

Germany remarks that such Rule is useless because the Charters always stipulate the rate. It will no longer be so when the Charters refer to the D.D. Rules. Denmark suggests that the rate be reduced to one third.

*Previous Rule 3* is deleted as suggested, in spite of the French and other case law which grant full Despatch money to a vessel sailing on Saturday, when lay-time only expired on Monday morning.

**Rule 3 (ex Rule 4)**

When a Master discharges on his own authority, despatch money will not arise.

Generally agreed.

**Rule 4 (ex Rule 5)**

A Charterer who hires equipment or incurs extra expenses for the purpose of avoiding demurrage or to enable him to earn despatch money has to bear the expense of the same.

Is reported as useless as the provision is obvious.

**Rule 5 (ex Rule 6)**

« When the lay-time is reversible, the time on demurrage on loading may be set off against the time saved in discharging, and vice-versa ».

This wording suggested in the report from Denmark appears to satisfy all other remarks.

---

## DEMURRAGE AND DESPATCH

### REPORT AND RECOMMENDATIONS OF WORKING SUB-COMMITTEE

1. We, whose names appear below, were appointed by the Conference Commission in this matter as a Working Sub-Committee forthwith further to study and report on the most practical approach to the problem of bringing about more international uniformity with respect to demurrage and despatch provisions of Charter Parties.

2. As the outset of our Report, we wish to suggest that the Comité Maritime International should record its indebtedness to Maître James Paul Govare for the amount of time he has already devoted towards securing international uniformity in the construction of Clauses in Charter Parties dealing with such matters as the time of loading and discharge and demurrage and despatch and particularly for his work in producing for discuss in the Draft « Athens Rules 1962 ».

3. We feel it important to make clear that there is no suggestion that the Comité Maritime International should proceed in this matter by way of the preparation of an International Convention or that it should attempt to interfere with the freedom of negotiations between Shipowners and Charterers : Charter Party negotiations must essentially be left to be dealt with in the commercial sphere and to representative Organizations of Shipowners and Charterers in the normal way.

We are of the opinion that the Comité Maritime International should be ready to assist in whatever way it can towards furthering the standardization of Charter Party terms and thus minimising as far as possible the area of friction and disputes on the construction of Charter Party Clauses.

4. After reviewing the comments of the National Associations and in the light of the discussions in the Conference Commission, we have concluded that the Comité Maritime International might well make a valuable contribution in bringing about international uniformity in Charter Party terms by endeavouring to provide a Code of Definitions of Demurrage and Despatch terms and perhaps some model Charter Party Clauses which could be available as a guide to all interests concerned.

5. We, therefore, recommend that the primary objective of the Comité Maritime International, should be to produce what we would prefer to call an « Athens Code of Definitions » (as distinct from « Rules ») of Demurrage and Despatch terms.

6. In making this recommendation we recognise, however, the force of the argument that standard definitions in vacuo would have their limitations since any recommended definitions must necessarily be read in the context of the terms of the particular Charter Party concerned.

It is with this consideration in mind that we also recommend that the Comité Maritime International should consider the practicability of producing model Charter Party Clauses to which the definitions could be related, but we regard it as essential that, in the further consideration of the whole matter those Shipowners' and Traders' Organizations, which have for many years been concerned with the framing of Charter Parties and contracts of carriage should be brought into full consultation.

7. We suggest that, as the Bureau Permanent may consider appropriate, the Comité Maritime International appoint a Committee to pursue the matter on the lines of our recommendations.

*H.E. Gorrick*, President

*H. Andersson*, Finland

*H.E. Gorrick*, Great-Britain

*W.P. Hickey*, U.S.A.

*J.A.L.M. Loeff*, Netherlands

*M. Pitois*, France

*Andrew Sorensen*, Denmark

*T. Valsamakis*, Greece.

## SURESTARIES ET PRIMES DE CELERITE

### RAPPORT DE LA SOUS-COMMISSION DE TRAVAIL

1. Nous soussignés, désignés par la Commission de cette Conférence pour constituer une sous-commission de travail chargée d'étudier et de faire un rapport sur les moyens les plus appropriés pour aborder le problème d'une meilleure uniformité internationale des dispositions des chartes-parties relatives aux staries, surestaries et primes de célérité. sommes arrivés aux conclusions suivantes :

2. Dès le début de notre rapport, nous voulons suggérer que le Comité Maritime International devrait manifester sa gratitude à Mr. James Paul Govare pour la somme de travail qu'il a déjà consacré en vue d'assurer une uniformité internationale dans l'interprétation des chartes-parties traitant des questions de temps de chargement et déchargement, de surestaries et primes de célérité et en particulier de son œuvre pour mettre en discussion un projet de « Règles d'Athènes 1962 ».

3. Nous estimons important d'exposer clairement qu'il n'est nullement suggéré que le Comité Maritime International doive procéder en cette matière par voie de préparation d'une Convention Internationale ou qu'il doive tendre d'entraver la liberté des négociations entre Armateurs et Affréteurs : les négociations de chartes-parties doivent essentiellement être laissées à la discussion normale des sphères commerciales et des organisations d'Armateurs et d'Affréteurs.

A notre avis cependant le Comité Maritime International devrait être prêt à collaborer de toute manière possible à la poursuite de la standardisation des termes des chartes-parties et ainsi minimiser autant que possible les frictions et litiges sur l'interprétation des clauses de chartes-parties.

4. Après examen des rapports des Associations Nationales et à la lumière des discussions en Commission nous avons conclu que le Comité Maritime International pourrait vraiment apporter une contribution valable vers l'unification des termes dans les chartes-parties en tentant d'établir un code de définitions des termes relatifs aux staries, surestaries et primes de célérité et peut-être quelques modèles de clauses de chartes-parties aptes à servir de guide pour tous les intérêts en cause.

5. Nous recommandons en conséquence que le premier objectif du Comité Maritime International devrait être d'établir ce que nous préférions appeler le « Code d'Athènes des Définitions » (à la différence de Règles), de staries, surestaries et primes de célérité.

6. En faisant cette recommandation nous reconnaissions toutefois la valeur de l'argument selon lequel des Définitions standards doctrinales se trouveraient limitées du fait que toute définition recommandée devrait nécessairement être lue en la plaçant dans le contexte des termes de la charte-partie en question.

C'est sous l'empire de cette considération que nous recommandons également que le Comité Maritime International devrait envisager la possibilité pratique d'établir des modèles de clauses des chartes-parties auxquelles les définitions pourraient se rapporter et nous estimons essentiel que dans l'examen ultérieur de ce sujet, les organisations d'Armateurs et de Commerçants qui se sont occupés depuis de nombreuses années de l'élaboration des chartes-parties et des contrats de transport soient appelés à une étroite consultation.

7. Nous suggérons que dans la mesure où le Bureau Permanent l'estimera convenable, le Comité Maritime International désigne une Commission pour poursuivre l'examen de la matière selon ces recommandations.

*H.E. Gorrick*, Président

*H. Andersson*, Finlande

*H.E. Gorrick*, Grande-Bretagne

*W.P. Hickey*, Etats-Unis d'Amérique

*J.A.L.M. Loeff*, Pays-Bas

*M. Pitois*, France

*André Sorensen*, Danemark

*T. Valsamakis*, Grèce.

# INDEX

## I. INTERNATIONAL MARITIME COMMITTEE

	Page
Constitution . . . . .	7
Titulary Members . . . . .	12
 Brussels' Maritime Conventions . . . . .	23
Abordage . . . . .	24
Collisions . . . . .	25
Assistance et sauvetage maritimes . . . . .	34
Assistance and salvage at sea . . . . .	35
Limitation 1924 . . . . .	44
Limitation 1924 . . . . .	45
Connaissement . . . . .	60
Bills of Lading . . . . .	61
Priviléges et Hypothèques maritimes . . . . .	78
Maritime Liens and Mortgages . . . . .	79
Immunité des Navires d'Etat . . . . .	92
Immunity of State-owned Ships . . . . .	93
Compétence civile . . . . .	104
Civil jurisdiction . . . . .	105
Compétence pénale . . . . .	112
Penal jurisdiction . . . . .	113
Saisie conservatoire . . . . .	118
Arrest . . . . .	119
Limitation 1957 . . . . .	132
Limitation 1957 . . . . .	133
Passagers clandestins . . . . .	150
Stowaways . . . . .	151
Transport de passagers . . . . .	160
Carriage of passengers . . . . .	161
Navires nucléaires . . . . .	176
Nuclear ships . . . . .	177
 Ratifications . . . . .	202

	Page
<b>II. CONFERENCE OF ATHENS</b>	<b>215</b>
<b>1. Attendance</b>	<b>215</b>
Sponsoring Committee .. . . . .	217
Bureau of the Conference .. . . . .	218
List of Attendance .. . . . .	219
<b>2. Minutes</b>	<b>227</b>
Séance Inaugurale .. . . . .	229
Plenary Session of Monday, 16th April .. . . . .	241
Plenary Session of Wednesday, 18th April .. . . . .	245
Closing Session of Friday, 20th April .. . . . .	259
<b>3. Résolutions</b>	<b>275</b>
Dommages-Intérêts en matière d'abordage .. . . . .	DOM/A-7
Lettres de Garanties .. . . . .	GAR/A-6
Damages in matters of collision .. . . . .	DOM/A-8
Letters of Indemnity .. . . . .	GAR/A-7
Régime International des navires dans un port étranger .. . . . .	PO/A-5
The legal Status of ships in foreign Ports .. . . . .	PO/A-6
Publicité des chartes-parties .. . . . .	REG/A-3
Transport de bagages .. . . . .	BAG/A-13
Registration of charter-parties .. . . . .	REG/A-4
Carriage of Luggage .. . . . .	BAG/A-14
Demurrage and Despatch .. . . . .	282
Bills of Lading .. . . . .	282
Ratification of C.M.I. Conventions .. . . . .	282
<b>4. Appendix</b>	<b>283</b>
— Harmonisation des Conventions sur la limitation et sur les priviléges et hypothèques .. . . . .	284
— Liability of Carriers by Sea relating to Passengers' Luggage .. . . . .	287
Questionnaire .. . . . .	BAG-1/8-61
Report .. . . . .	BAG-2/8-61
Preliminary Report .. . . . .	BAG-9/3-62
First Preliminary Draft .. . . . .	BAG-10/3-62
— D.D. Rules .. . . . .	305
Final Draft & Report .. . . . .	305
Report and recommendations of working Sub-Committee .. . . . .	DD/A-3
— Surestaries et primes de célérité	
Rapport de la sous-commission de travail	DD/A-4
	325