The CMI Vienna Colloquium on the Hamburg Rules

The aim of the colloquium was to consider during three days the legal, practical and economic effects of the principal changes made by the Hamburg Rules. The Colloquium was chaired by Lord Diplock who in his introduction pointed out the main changes introduced by the Hamburg Rules as compared with the present law, namely:

- the abolition of the former concept of a duty to exercise due diligence to make the ship seaworthy
- the introduction of a general rule of presumed fault under which the carrier will be liable unless he can prove that "he, his servants, or agents took all measures that can reasonably be required to avoid the occurrence and its consequences"
- the omission of the defences available to shipowners under the Hague and Hague Visby Rules, particularly the defence of fault in the navigation and the management of the ship
- the increase in monetary limits of liability
- the introduction of a virtually unbreakable right to limit.

During the first day of the colloquium four well-known specialists presented the views of the affected commercial interests, Mr Niall McGovern (Dublin) for the shipowner, Mr Robert Schilling (Vevey, Switzerland) for the shipper, Mr Kurt Schilling (Stockholm) for the cargo underwriter and Mr Charles Goldie (London) for the liability underwriter. Subsequent to these presentations Sir Michael Rustill (London) summarized some difficulties of interpretation contained in the various provisions of the Hamburg Rules which deserved to be further studied during the colloquium.

During the second day the 140 participants were divided in six Study Groups and, in the afternoon, a general debate took place on the subject dealt with during the first day. During the last day of the colloquium the chairman of the Study Groups presented the comments and conclusions reached in the respective Groups. The colloquium was concluded by Lord Diplock's summing up.

At its meeting 1979-01-10 the Executive Council of the CMI decided that the results of the colloquium should be published in a booklet which will be given free of cost to the participants and which will be sold by the CMI to other interested persons. In view of this, the reports from the Study Groups will not be printed in extenso in this News Letter. However, some "highlights" will be mentioned.

The Study Groups dealt with the following questions.

Group 1: chairman Mr Robert Cleton, The Hague.
- The period of liability including through carriage (articles 4, 10 and 11).

Group 2: chairman Professor Erling Selvig, Oslo.
- Basis of liability, including problems relating to salvage and general average (articles 5 and 24).

Group 3: chairman Professor Francesco Berlingieri, Genova.
- The limits of liability and the loss of right to limit (articles 6 and 8).

Group 4: chairman Professor F.J. Cadwallader, University of Wales.
- The contents of the bill of lading, reservations and evidentiary effect (articles 14-18).

Group 5: chairman Mr M.J. Shah, UNCTAD, Geneva.
- Scope of application and contractual stipulations (articles 2 and 23).

Group 6: chairman Mr Walter Müller, Basle.
- Jurisdiction and arbitration (articles 21, 22 and 25).

The "port area" and combined transports

The first Study Group was of the opinion that the concept of "port" has to be determined by the regulations establishing the jurisdiction of the port authority. If the contract of carriage provides for transport outside the port area it would fall under the legal régime of combined transports. However, if the sea carriage is initiated or terminates.
in the vicinity of the port area, the whole contract of carriage should be considered to fall within the scope of application of the Hamburg Rules. The Study Group also considered that parties may fix by contract the time at which the carrier should charge cargo and deliver the goods. Consequently, so-called F.I.O. (free in and out) clauses will not derogate from the mandatory provisions of article 4 of the Convention.

Who is the "contracting carrier"?

The Hamburg Rules prescribe a joint and several liability for the "carrier" and the "actual carrier". At first sight, this might seem to rule out clauses restricting the liability under the contract of carriage to the performing carrier (so-called demise clauses). However, there is nothing to prevent a person acting on behalf of the contracting carrier as long as it is verified beyond any doubt that he has acted in such capacity. In particular, the Study Group considered that, in such case, the lading must until include the name and the principal place of business of the contracting carrier. This subject is extremely complicated, since the problem to determine whether a person in fact has intended to become contracting carrier, or has merely acted as an agent, is resolved differently under various national laws dealing with the law of forwarding agency.

Liability of contracting carrier for the actual carrier.

Different views emerged with respect to the question whether or not the contracting carrier could limit his liability when the actual carrier would be deprived of his right to limit under article 8. Some thought that the language of article 10, paragraph 1, required the solution that, in such a case, the contracting carrier would also be deprived of his right to limit, since he should be responsible for the acts and omissions of the actual carrier under that provision. However, some thought that article 8, paragraph 1, superseded article 10, paragraph 1, and that, consequently, the carrier whose personal act or omission has caused the loss, damage or delay, would lose his right to limit liability. With respect to through carriage (article 11) the Study Group felt that it would affect present practices, since it will not always be possible to name the on-carrier already at the time for the conclusion of the contract of carriage. Consequently, the contracting carrier would either have to limit his bill of lading to cover the transport performed by himself and procure as an agent a separate bill of lading for the rest of the transit or, alternatively, accept full responsibility for the entire voyage.

The basis of liability

Naturally, the questions relating to basis of liability (article 5) attracted the attention of many participants. It was generally agreed that the language of paragraph 1 of article 5, paragraph 1, all measures that could reasonably be required to avoid the occurrence and its consequences " reflected a liability based on presumed fault and neglect, the burden of proving non-negligence consequently placed upon the carrier. It was further thought that the standard of care required under the Hamburg Rules would be very much similar to that required under the present law in the interpretation of the concept of "due diligence" and that, therefore, the existing case-law would provide valuable guidance also under the Hamburg Rules. However, national law regarding negligence and burden of proof might affect the practical outcome of the cases and, in some countries, affirmative proof of reasonable care may not necessarily be sufficient to avoid liability.

Deviations and loss of right to limit

The Group considered that loss, damage and delay resulting from deviation was covered by article 5, paragraph 1, and that the question as to whether the carrier could limit his liability depended on article 8 which was considered to exclude the application of national law dealing with the legal effects of breach by deviation, fundamental breach or other related concepts. However, the Group felt that there might be arguments supporting the continued application of such doctrines in some countries.

Liability for independent contractors

The Group further thought that the words "servants and agents" in article 5, paragraph 1, were broad enough to include also independent contractors employed "ad hoc" by the carrier but that national law may well affect the decision of courts in particular cases.

Cargo claims in case of both-to-blame collisions and fire

The effect of article 5, paragraph 7, in both-to-blame collision cases was discussed and it was the prevailing view within the Group that the carrier, in spite of article 5, paragraph 1, would be fully liable towards the cargo-owner but that he would have a right of recourse against the other ship under the Collision Convention. The Group thought that, in some cases, the liability for damage caused by fire would be less under the Hamburg Rules than under the present law, since where fire has resulted from unseaworthiness, the carrier seems to have been relieved of the burden to prove "due diligence" which falls upon him under the Hague Rules article 4, paragraph 1.

General average

The Group estimated that the Hamburg Rules will not abolish general average although P&I insurers will play a
greater role in the covering of general average contributions and that this will result in a change of present practices.

**The loss of the right to limit liability**
As has already been said, the Hamburg Rules are, in principle, based on the philosophy that the sea carrier's right to limit his liability should be "unbreakable". However, the language of article 8 may serve to obscure for those who did not have the privilege of attending the preparatory meetings and the diplomatic conference. Thus, the reference to "the carrier" in article 8, paragraph 1, leaves it open whether or not "servants or agents" are included - which is the case in other provisions of the Hamburg Rules - or whether only acts or omissions by "the carrier himself" should be regarded when the breakability of the carrier's right to limit liability is being considered. The CMI suggested on several occasions that the word "personal" should be inserted before the words "act or omission of the carrier" in order to better clarify the intention but this suggestion was not accepted. On the other hand, addition of the words "servants or agents" was also rejected by the diplomatic conference. The Group reached the conclusion that only acts or omissions by the carrier himself could result in the loss of his right to limit liability. The Group also concluded that it may not be an easy matter to decide what was meant by "the carrier himself" when the carrier was a company. The position could vary considerably in different jurisdictions. Further, it was thought that the word "recklessly" meant some wanton action or action taken without regard to the consequences and that the word "probably" implied an objective test.

**Unlawful carriage on deck**
The special rule of article 9, paragraph 4, with respect to the loss of the right to limit when cargo is carried on deck in violation of an express agreement should not be extended to cases where carriage on deck is only in violation of article 9, paragraph 1, e.g. without support of the general standard conditions of the bill of lading or applicable regulations or customs of the trade.

**Master's authority to sign bills of lading**
With respect to the provisions relating to the bill of lading, the Group felt that the provisions of article 14, paragraph 2, made demurrage clauses in their present form ineffective. Although the master, except under bareboat charter parties, remained the employee of the shipowner, his signature would also make it possible for holders of the bill of lading to claim against the charterers in their capacity of "contracting carriers". However, a more limited form of demurrage clauses would be possible with respect to through carriage, provided the requirements of article 11, paragraph 1, were fulfilled.

**Contents of bills of lading**
With respect to the particulars to be inserted in the bill of lading the Group felt that the words "general nature of the goods" (article 15, paragraph 1 (a) ) meant the "general commercial nature of the goods". However, the carrier would have to comply with other particulars as the shipper may furnish - for instance details necessary to conform with a documentary credit - with the possibility for the carrier, in case of doubt, to enter reservations according to article 16, paragraph 1. With respect to the words of article 15, paragraph 1 (k) "other indication that freight is payable by him", the Group felt that this "indication" did not mean a reference to the exact amount outstanding. Words such as "freight payable at the destination" or "freight as per charter party" would be valid.

**Sanctions for failure to insert particulars in bills of lading**
The Group noted that there is no clear sanction for omission of general details required to be inserted in the bill of lading. Possibly, the provisions of article 5, paragraph 1, with respect to delay - might be available but the Group felt that, in any event, the carrier would enjoy the right to limit his liability.

**Reservations in bills of lading**
The Group thought that the requirements according to article 16 with respect to the insertion in the bill of lading of reservations and the specification of the relevant inaccuracies as well as, where applicable, the "grounds of suspicion or the absence of reasonable means of checking ", would render the present forms and expressions used by carriers unsuitable. The Group deemed it impossible to determine exactly the degree of specification needed, particularly with respect to "suspicion" or "no reasonable means of checking". In practice, the solution of the problem will depend upon the attitude of commercial banks charged with the task to consider whether or not the bill of lading should be deemed "clean" or "clau ded" when tendered under a documentary credit.

**Back-letters**
Needless to say, the delicate borderline between "fraudulent" and "innocent" back-letters will, in practice, be difficult to pin-point. However, the Group felt that the mere taking of a guarantee or an indemnity by the carrier...
should not be accepted as prima facie evidence of "intent to defraud" (cf. article 17, paragraph 3).

Scope of application

The Hamburg Rules also apply to "inbound" shipments. This provision was meant to prevent the use of restrictive jurisdiction clauses in bills of lading. The Group felt, however, that problems of private international law would ensue by the said provision where the "Hamburg" and "Hague/Visby" systems conflicted. In States where the Hague/Visby Rules were in operation, the solution would depend on the applicable law chosen by the court under the rules relating to conflicts of law.

Reference in bills of lading to the Hamburg Rules

The Hamburg Rules require the sea carrier to insert a reference in the bill of lading, or other document evidencing the contract of carriage by sea, that the carriage is subject to the Hamburg Rules. The Group felt that it would be difficult in practice to comply with this requirement when the bill of lading was issued in a State party to the Hague/Visby Rules, since in some countries a similar reference is required to those rules or legislation based upon them. A possible solution might be to refer to the Hamburg Rules only insofar as they are compulsorily applicable but doubts were expressed by some members of the Group as to whether this would be sufficient in order to comply with the provisions of article 23, paragraph 3, of the Hamburg Rules.

The "charter party exception"

The difficulty to distinguish between "contracts of carriage" and such contracts which are prima facie evidenced by charter parties was discussed. The Group felt that this may not be a serious practical problem for the time being, but it may further accentuate if the use of bills of lading would decrease.

The Hamburg Rules and combined transports

The relation between the Hamburg Rules and combined transport conventions was discussed, particularly in view of the broad definition of article 1, paragraph 6, whereby also a contract for combined transport may be covered by the Hamburg Rules "insofar as it relates to the carriage by sea". Hence, a conflict of conventions would undoubtedly arise. With respect to existing conventions article 22, paragraph 5, could serve as a remedy, since a contracting State would be able to apply such other international convention dealing with combined transports, e.g. the Vienna Convention relating to carriage of goods by road. Whether in fact the one or the other convention is applicable would have to be resolved by the courts according to the facts of each particular case.

Co-existence of Hague/Visby and Hamburg Rules

Article 31, paragraph 4, intended to allow a contracting State to defer the denunciation of the Hague/Visby Rules for a maximum period of five years after the Hamburg Rules have entered into force. This would mean that the Hamburg Rules during a "transition period" would only be applied between the contracting States having ratified that convention and not in relation to the Hague/Visby countries. Several members expressed the view that this provision would be legally impossible to carry out in public international law owing to the fact that the Hamburg Rules also applied to "inbound" shipments. If a country would ratify the Hamburg Rules, without denouncing the Hague/Visby Rules, courts of law in that country could be faced with two different legal regimes applicable to the same dispute.

Scope of application of jurisdiction rules

The Group noted that the jurisdiction rules in article 21 would apply not only for cargo claims but also for the carrier's claim for freight and demurrage. However, his claims for contributions in general average would be excluded. The Group thought that, when an action had been removed from "forum arrest" in accordance with the provisions of article 21, paragraph 2(a), then the first action would have the effect of interrupting the time limit for claims.

Recognition and execution of judgments

The Group further noted that, while the Convention provides for several competent jurisdictions, it is lacking in provisions covering the recognition and execution of judgments rendered by such jurisdictions. National or international law governing these questions would still remain applicable and would resolve whether or not a particular judgment rendered in a "Hamburg Rules country" would be recognized and, if so, how it should be executed.

Validity of arbitration agreements

With respect to arbitration the Group considered the requirement of article 22, paragraph 1, that any arbitration agreement must be "evidenced in writing". Doubts were expressed as to whether a unilateral insertion of an arbitration clause in a bill of lading only signed by the carrier would be sufficient. Even if this may be so under the Hamburg Rules, the problem of conflicting conventions still remained. According to article 25, paragraph 2, of the Hamburg Rules such other existing conventions might on this point supersede the Hamburg Rules. Hence, the validity of the arbitration agreement would have to be tested when recognition and execution of the arbitration award is attempted.
"risk costs" would in the end fall upon the cargo and the ultimate consumer - at least in the long run.

Another difference of great importance was that the Hague/Visby Rules, with the exception of cases where bills of lading had been issued, were based on the principle of freedom of contract, while the Hamburg Rules were mandatory to all contracts of carriage (charter parties excepted). Further, the Hague/Visby Rules recognize the principles of private international law, while the Hamburg Rules depass from these, particularly with respect to "inbound cargoes".

With respect to the practical effects of the Hamburg Rules, the colloquium had reached the following conclusions:

- There would be an increase of "total risk costs" owing to the fact that, in view of the accumulation of risks on one keel, the risks could be more efficiently spread for a cheaper premium under cargo insurance than under the carrier's P&I insurance. Hence, any increase of P&I premiums would not be balanced by a corresponding reduction of cargo insurance premiums. Further, the intensified recourse actions under the Hamburg Rules would result in additional administrative costs on both sides. However, it was questionable whether this increase in "total risk costs" would be of significant magnitude and an "appreciable effect" of a switch from the Hague/Visby Rules to the Hamburg Rules.

- The Hamburg Rules will not significantly diminish the need for cargo insurance because of the fact that the "misfortune risks" are still on the cargo and in view of the limits of liability not only under the Hamburg Rules themselves but also according to applicable conventions relating to the global limitation of the shipowner's liability.

- A considerable uncertainty would remain during a long transition period. It might be advantageous to initiate "test cases" to remove such uncertainty, but one would then have to decide in which jurisdiction such test cases should be tried and it would be unrealistic to assume that a uniformity of application would result within the foreseeable future. The above-mentioned consequences of a switch from the Hague/Visby Rules to the Hamburg Rules might still be acceptable, provided the Hamburg Rules would apply to a substantial part of the world trade. Anyway, the co-existence of different legal régimes in the law of carriage of goods by sea would be the most uneconomical solution of all.
In his final words, Lord Diplock stressed the following factors.

- If only practical and not political motives were to be relevant, there seemed to be insufficient reasons for the adoption of the Hamburg Rules.

- However, a switch to the Hamburg Rules is certainly possible and it is to be expected that world trade would be able to adapt itself to the new situation.

- Co-existence of different legal régimes within the law of carriage of goods by sea should only be accepted on a limited scale. However, the minority would suffer irrespective of whether it would adhere to the Hague/Visby Rules or the Hamburg Rules system.

- Any "interim period" should be kept as short as possible and governments should be advised not to go ahead one by one, since a simultaneous decision after consultation between governments would tend to shorten the difficult "interim period", thus avoiding many of the complexities following from a co-existence of different legal régimes.
A l'assemblée de 1978, il a été décidé qu'une étude préliminaire des lois en matière d'abordage devrait être entreprise dans les pays dont les associations nationales de droit maritime constituent le C.M.I. Deux sujets principaux sont proposés pour être inscrits dans une telle étude :

1. Convient-il de retenir la règle de la faute proportionnelle de la Convention de 1910 ?

2. Les dommages en cas d'abordage.

En ce qui concerne le premier sujet proposé, certains ont suggéré ces dernières années que le partage égal des dommages dans les cas de faute commune, qui était la règle suivie aux États Unis et au Libéria avant 1975, avait le mérite de la simplicité, et devrait être éventuellement substitué à la règle de la faute proportionnelle de la Convention de 1910 sur l'abordage.

Pour ce qui est du second sujet proposé, une commission internationale sur l'évaluation des dommages en matière d'abordage avait été désignée il y a quelques années, et son rapport avait été soumis à la Conférence d'Athènes en 1962. À cette Conférence, la résolution suivante avait été adoptée :

La Conférence, ayant entendu le rapport de la commission internationale sur l'évaluation des dommages en matière d'abordage, reconnaît 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 de l'abordage doit ouvrir faire ses efforts pour atténuer le dommage subi s'il peut être fait raisonnablement.

3. L'auteur de l'abordage sera responsable pour les dommages qui pourront être raisonnablement imputables à sa faute.

Considérant, toutefois, que l'application de ces principes exige un plus ample examen,

- A décidé que ce rapport serait envoyé aux associations nationales pour étude et demandé à ces associations nationales d'exprimer leurs vues sur le sujet,

- Charge la commission internationale de continuer l'étude de ce sujet et de faire un nouveau rapport à la prochaine Conférence internationale.

Il ne semble pas qu'aucun travail fussé fait par la suite, peut être à cause d'un manque d'intérêt pour le projet à

* La traduction de cet article en langue française a été préparée par Mlle Claire Legendre.
ce moment là. Il se peut que au moins certaines des associations constituant le C.M.I. souhaiteraient maintenant poursuivre l'étude plus loin, et on a recommandé qu'un petit groupe de travail soit désigné dans le but d'explorer cette possibilité en faisant circuler un questionnaire préliminaire.

En plus de la règle de la faute proportionnelle et de l'évaluation des dommages dans les abordages, il y a un certain nombre de sujets communs à différents cas de droit maritime mais qui peuvent exiger un examen plus fréquent ou qui peuvent présenter des problèmes spéciaux en matière d'abordage. Parmi eux, les points suivants viennent à l'esprit (outre ceux qui sont traités dans le projet de Convention sur la compétence, le choix de la loi applicable et la reconnaissance ou l'exécution des jugements):

1. Immunités des navires d'État, dans la mesure où elles sont invoquées à l'occasion d'abordages dans lesquels sont impliqués les navires d'État (a) et des navires de commerce exploités par des États;
2. L'application de limitations de responsabilité dans le cas d'abordage par faute commune;
3. Présomptions de faits applicables en matière d'abordage, par exemple si un navire faisant route doit être présumé en faute en heurtant un navire qui est convenablement amarré ou ancré;
4. Preuve en matière d'abordage, par exemple, savoir si le témoignage des navigants peut être recueilli par le moyen d'une déposition écrite, ou si il est nécessaire qu'ils comparaissent devant le tribunal;
5. Problèmes d'assurance, par exemple savoir si certaines responsabilités relatives aux abordages relèvent de la police corps (coque et machine) ou si elles sont couvertes par l'assurance "protection et indemnité" du navire.
6. Responsabilité pour faute ayant causé la mort ou des lésions corporelles dans le cas d'abordage par faute commune.
7. Problèmes relatifs aux sûretés en cas d'abordage.

Nicholas Healy.
The 1979 CMI Assembly

1. NEW MEMBERS
The Assembly appointed with acclamation as titular members of the CMI the candidates nominated by their respective National Associations of Maritime Law. Their names are mentioned under "Personalia" at the end of this News Letter.

2. ELECTION OF NOMINATING COMMITTEE
The Assembly decided not to appoint a Nominating Committee to prepare the elections which would take place on the second day of the Assembly. However, the Assembly decided that the appropriate procedure for the election of Officers and Members of the Executive Council should be duly considered at the Assembly preceding the Assembly where such elections would take place.

3. PROTOCOLS TO THE INTERNATIONAL CONVENTIONS ON BILLS OF LADING AND ON LIMITATION OF SHIPOWNERS LIABILITY
The Assembly decided not to submit Protocols to the Belgian Government relating to the 1924 conventions on bills of lading and limitation of shipowners' liability and the 1962 convention on the liability of operators of nuclear ships. Thus, only Protocols to the 1957 convention on the limitation of shipowners' liability and the 1968 Protocol to amend the 1924 bill of lading convention should be submitted. The Assembly decided (the Association for Maritime Law of the German Democratic Republic abstaining) to submit to the Belgian Government the texts elaborated by the International Subcommittee under the chairmanship of professor Jan Schultz, requesting him after some smaller corrections had been made to send the texts in their final form to the members of the Executive Council for approval.

L'Assemblée du C.M.I. de 1979

1. NOUVEAUX MEMBRES
L'Assemblée a, par acclamation, nommé en qualité de membres titulaires du CMI les candidats présentés par les associations nationales. Leurs noms sont mentionnés sous la rubrique "Personalia" à la fin de cette lettre.

2. ELECTION D'UN COMITE DE SELECTION
L'Assemblée a renoncé à désigner un comité de sélection pour la préparation des élections qui devaient avoir lieu le second jour de l'Assemblée. Cependant, il a été décidé que la procédure appropriée pour l'élection des membres du Bureau et de ceux du Conseil Exécutif devait faire l'objet d'un examen lors de l'Assemblée précédant l'Assemblée au cours de laquelle les élections auront lieu.

3. PROTOCOLES AUX CONVENTIONS INTERNA- TIONALES SUR LES CONNAISSANCES ET SUR LA LIMITATION DE LA RESPONSABILITE DES PROPRIETAIRES DE NAVIRES
L'Assemblée a pris la décision de ne pas soumettre au gouvernement belge des protocoles relatifs aux conventions de 1924 sur les connaissances et sur la limitation de la responsabilité des propriétaires de navires et aux conventions de 1962 sur la responsabilité des exploitants de navires nucléaires. Ainsi, seuls doivent être soumis des protocoles à la convention de 1957 sur la limitation de la responsabilité des propriétaires de navires et au protocole de 1968 portant modification de la convention de 1924 sur les connaissances. L'Assemblée décide (l'Association de la République Démocratique Allemande s'abstenant) de soumettre au gouvernement belge les textes élaborés par la commission internationale sous la présidence du professeur Jan Schultz, en priant celui-ci, après y avoir apporté certaines modifications mineures, de les faire parvenir dans leur forme définitive aux membres du Conseil Exécutif pour leur approbation.
4. APPROVAL OF THE CHARTER-PARTY LAYTIME DEFINITIONS

The Assembly took notice of the fact that the definitions agreed during the CMI Rio de Janeiro conference had been changed in some respects in consultations with the co-sponsors of the project, BIMCO and GBS (General Council of British Shipping), and that the text so amended was presently being circulated to a number of other interested organizations. The Assembly empowered the Executive Committee to appoint a CMI International Subcommittee and requested that the present draft text be circulated to the National Associations of the CMI for comments with the view to have the text finally approved by the 1980 CMI Assembly.

5. REPORTS ON CURRENT CMI SUBJECTS

a) Arbitration

Mr. Pineau reported that within the "Standing Committee" appointed according to the joint ICC/CMI Rules for International Maritime Arbitration discussions have taken place in order to determine whether or not the Standing Committee could present itself in stationary used in correspondence and for public relation purposes as "International Maritime Arbitration Court". Several delegations expressed the view that the word "Court" would be misleading and that, therefore, it should be avoided. The Assembly decided to authorize the CMI representatives to the Standing Committee to decide on the name to be used but with the understanding that they should communicate to the chairman of the Standing Committee, professor Rolf Stödter, the concern which had been expressed with respect to the name "Court". The delegations for National Associations of the following countries abstained: Denmark, the German Democratic Republic, Japan, Norway, Spain and the United States.

b) General Average

The President informed that Mr. Charles Goldie had recently been appointed chairman of an International Subcommittee charged with the task to consider the subject of general average in the light of the Hamburg Rules.

c) Changed economic conditions

Professor Ramberg informed that he intended to prepare a questionnaire which may be sent to the National Associations before the summer of this year. The purpose, at least in the first stage, would be limited to list the existing clauses relating to the effect on maritime contracts of changed economic conditions (clauses dealing with force majeure, frustration, escalation, currencies, 'hardship' and the like).
d) Collisions
Professor Healy reported that the draft text prepared during the CMI Rio de Janeiro conference would not be considered by IMCO until 1981. He further reported that a preliminary draft report on the subject of collision damages was presently being considered by a small Working Group under his chairmanship and that he expected this report to be finished within the near future. It will be sent to the National Associations for comments in due course.

c) Expert Evidence
Mr. Arthur Ecal reported that he had so far received answers from 17 National Associations and that he expected to have his report ready in the next few months.

f) Liability of Sea Terminals
Professor Ramberg reported that the Study Group appointed by UNIDROIT to prepare a draft international convention on the liability of international terminal operators (ITOs) had completed its work after a meeting in January in Rome. The CMI International Subcommittee charged with the task to elaborate, in cooperation with UNIDROIT and IAPH, standard conditions governing such ITOs had presently initiated its work under the chairmanship of Dr. H.J. Euge (Bremen). The draft international convention prepared by the Study Group of UNIDROIT is expected to come before its Governing Council during 1981.

j) Legal questions arising from the "Amoco Cadiz" disaster
It had appeared that as a result of the Amoco Cadiz disaster IMCO's Legal Committee will consider legislation not only of a public law nature (relating to the right of coastal States to intervene on the high seas) but also relating to the right of remuneration for measures taken to avoid damage to the environment. At the present stage, it is difficult to assess whether or not this will affect the 1910 convention on assistance and salvage. In any event, the interrelation between a compensation for measures taken to avoid damage to the environment and the right to compensation for salvage under the 1910 convention would require to be closely considered. The Assembly authorized the Executive Council to explore the present situation and to take any necessary initiatives, including starting a co-operation with IMCO's Legal Committee in the matter.

h) Seminars
Professor Ramberg reported on the contact taken with Mr. Shah, the Director of UNCTED's Shipping Legislation Division, with respect to the possibility to cooperate in arranging future CMI seminars. Due to other commitments no such seminar.

d) Abordage
Le professeur Healy a fait part à l'Assemblée de ce que le projet de texte élaboré pendant la conférence de Rio de Janeiro ne serait pas examiné par l'OMC avant 1981. Il a dit également qu'un rapport préliminaire sur la question des dommages-intérêts en matière d'abordage était préparé à l'étude au sein d'un groupe de travail restreint, dont il assumait la présidence, et qu'il comptait terminer ce rapport dans un proche avenir. Il sera transmis aux Associations Nationales en temps utile pour leurs commentaires.

c) Preuve par experts
M. Arthur Ecal fit savoir que jusqu'à présent il avait reçu des réponses de dix-sept Associations Nationales et qu'il comptait terminer son rapport dans les prochains mois.

f) Responsabilité pour les Sea Terminals
Le professeur Ramberg a avisé que le groupe d'étude désigné par UNIDROIT pour rédiger un projet de convention internationale sur la responsabilité des exploitants de terminaux (ITOS) avait conduit ses travaux après une réunion tenue à Rome en janvier. La commission internationale du CMI, chargée d'élaborer en collaboration avec UNIDROIT et IAPH des conditions générales à l'intention de ces ITOS, s'est réunie à l'initiative de la présidence du Dr. H.J. Euge (Brême). Le projet de convention internationale élaboré par le groupe d'étude UNIDROIT sera vraisemblablement présenté à son Conseil de Direction au cours de l'année 1981.

j) Questions juridiques découlant du désastre de l'"Amoco Cadiz"
Il apparaît que par suite du désastre de l'"Amoco Cadiz", la commission juridique de l'OMC envisage une législation, non seulement dans le domaine du droit public (relatif au droit des États côtiers d'intervenir en haute mer) mais également concernant le droit à rémunération pour les mesures prises dans le but de prévenir des dommages à l'environnement. Au stade actuel, il est difficile de savoir si ceci affectera la convention de 1910 sur l'assistance et le sauvetage. De toute façon, la relation entre le droit à rémunération pour des mesures prises dans le but de prévenir des dommages à l'environnement et celui pour sauvetage sous l'empire de la convention de 1910 devra faire l'objet d'un minutieux examen. L'Assemblée a donné mandat au Conseil Exécutif de sonder la situation actuelle et de prendre toutes initiatives nécessaires, y compris celle d'amorcer une collaboration avec la commission juridique de l'OMC.

b) Sémiaires
Le professeur Ramberg a fait rapport à l'Assemblée sur ses contacts avec M. Shah, directeur de la division du droit de la navigation de UNCTED, concernant la possibilité d'une collaboration pour l'organisation future de
will be arranged during 1979 as originally contemplated.

1) Shipbuilding Contracts
The President informed that Dr Clark (U.K.) had agreed to publish the CMI study on Shipbuilding Contracts and that he expected the publication to appear within the near future.

2) Timeshares
Mr Pines reported that he had so far received 6 replies to his questionnaire and requested the National Associations to submit the missing replies as early as possible.

k) Towage
Mr Palme informed that the subject which he was entrusted to consider had recently been restricted to towage, since the subject of salvage would most probably be dealt with in another context (compare g) above). His questionnaire had recently been dispatched to the National Associations.

6. APPROVAL OF ACCOUNTS
The Assembly approved the accounts of the year 1978.

7. BUDGET FOR 1979
The treasurer submitted a draft budget for the income and the expenses over the current year. Some delegates expressed the wish that a reduction of some of the expenses, albeit not prejudicial to the activities of the CMI, might be given consideration. The Assembly instructed the Executive Council to consider the matter.

The 1979 contributions were fixed at the same amounts as those of the preceding years and as had been agreed at the time of the Hamburg International Conference.

8. ELECTION OF OFFICERS
The Assembly has elected the following Officers:

| President - Président          | Francesco Berlingieri |
| Vice-Presidents:               | William Birch Reynardson |
| Vice-Présidents:               | Arthur M. Boal |
|                               | Andrei R. Joudro |
|                               | Walter Müller |
|                               | Tsuneo Othori |
|                               | Nagendra Singh |
|                               | Jean Varot |
| Executive Council:            | Stuart Hyndman |
| Conseil Exécutif:             | David R. Owen |
|                               | Alex Rein |
|                               | Hans Georg Röhreke |
|                               | Jan C. Schulte |
| Secretary General Executive:  | Jan Ramberg |

Secretary General Administrative and Treasurer:
Secrétaire Général Administratif et Trésorier:
Henri Voet.
9. NEXT INTERNATIONAL CONFERENCE OF
THE CMI

Mr Hyndman informed that the Canadian Maritime Law Association presently explored the possibility to host the next CMI International Conference in September 1981 in Montreal and that he intended to revert to this matter within soon. The Assembly decided to authorize the Executive Council to accept such an invitation when forthcoming.

10. OTHER MATTERS

a) Assistance by the CMI to countries in South America and in the Far East in the preparation of maritime legislation

The President informed that contacts had been taking with him for the purpose of finding out whether the CMI could assist in the preparation of maritime legislation to the benefit of countries in South America and in the Far East. This might be an important task for the CMI and the President announced his intention to keep the National Associations duly informed.

b) The forthcoming Diplomatic Conference on the international convention on multimodal transport

Dr René suggested that the CMI should be represented at the above-mentioned conference and there present its views. The President recalled that, except for the CMI draft prepared during the Tokyo Conference (the so-called "Tokyo Rules"), no CMI view existed on the subject and that it would be difficult to get it in time for the Diplomatic Conference. Professor Selvig added that it would be difficult for the CMI to influence development in a field of work practised during diplomatic conferences (restricted group meetings etc.). The Assembly delegated this matter to the Executive Council.

c) Increase of limitation amounts in pollution conventions

Professor Tanikawa suggested for the consideration of the Executive Council that the CMI should study the question of a suggested increase of the limits of liability of the 1969 Civil Liability for Oil Pollution Convention and the 1971 Fund Convention.

11. NEXT ASSEMBLY

It was decided that the next Assembly should take place Friday 28 and Saturday 29 March, 1980 at Brussels.

9. PROCHAINE CONFERENCE INTERNATIONALE
DU CMI

M. Hyndman a annoncé que l'Association Canadienne de Droit Maritime étudiait la possibilité d'organiser la prochaine conférence internationale du CMI à Montréal et qu'il reviendrait sur cette question dès que possible. L'Assemblée a décidé d'autoriser le Conseil Exécutif d'accepter cette invitation lorsqu'elle sera reçue.

10. AUTRES SUJETS

a) Assistance par le CMI à des pays de l'Amérique du Sud et de l'Extrême-Orient pour la préparation d'une législation maritime

Le Président a informé l'Assemblée qu'il avait été sollicité dans le but de savoir si le CMI pouvait prêter son assistance dans la préparation d'une législation maritime à l'intention de certains pays en Amérique du Sud et en Extrême-Orient. Ceci pourrait constituer une œuvre de grande envergure pour le CMI et le Président a annoncé qu'il avait l'intention de tenir les Associations Nationales au courant du suivi.

b) La prochaine conférence diplomatique sur la convention internationale pour le transport multimodal (complète)

Le Dr René a suggéré que le CMI soit représenté à la susdite conférence pour y exposer ses vues. Le président a rappelé à l'Assemblée qu'à l'exclusion du projet élaboré par le CMI pendant la conférence de Tokyo (les règles dites "Règles de Tokyo"), le CMI n'avait pas exprimé d'autres vues sur cette question et qu'il serait difficile de les obtenir en temps voulu pour la conférence diplomatique. Le professeur Selvig a ajouté qu'il serait également difficile pour le CMI d'influencer le déroulement des événements en raison des méthodes de travail propres aux conférences diplomatiques (réunions de groupes restreints, etc.). L'Assemblée a renvoyé la question au Conseil Exécutif.

c) Augmentation des montants de la limitation dans les Conventions pour la pollution par les hydrocarbures

Le professeur Tanikawa a proposé, à l'intention du Conseil Exécutif, que le CMI examine la question d'une proposition d'augmentation des limites de la responsabilité dans la convention de 1969 sur la responsabilité civile pour les dommages dus à la pollution par les hydrocarbures et dans la convention de 1971 sur le fonds.

11. PROCHAINE ASSEMBLÉE

La prochaine Assemblée aura lieu le vendredi 28 et le samedi 29 mars 1980 à Bruxelles.
The Draft Convention on International
Multimodal Transport

The International Preparatory Group (IPG) concluded its work in the February/March session in Geneva and has now presented a draft for a diplomatic conference scheduled to take place in November this year. In the preparatory work much disagreement arose concerning the contents of the convention, in particular as to whether it should contain provisions relating to customs questions, consultations between Multimodal Transport Operators (MTOs) and shippers and licensing of MTOs in similar matters which customarily are not to be found in international conventions relating to the law of carriage of goods. It has now been agreed that the convention should contain an article on regulation and control of multimodal transport (art. 4) but this only says what really goes without saying, namely that the convention does not deprive the contracting States from their power to regulate multimodal transport operations. However, while the majority of the countries belonging to Group B preferred to have no provisions in the convention relating to customs matters, the group of 77, Group D and several countries of Group B agreed to the insertion of such a text with the primary purpose to authorize the Contracting States to use the procedure of customs transit for international multimodal transport. This, in itself, would grant freedom of transit to goods in international multimodal transport.

While, according to the CMI Tokyo Rules and its successors the TCM draft and the ICC Rules for a combined transport document, the Rules relating to multimodal transport operations only become mandatory when the operator has voluntarily subjected himself to that régime by the issuance of a multimodal transport document, this concept has now been challenged. However, it has not yet been agreed to adopt the system prevailing within other international conventions relating to carriage of goods namely that the contract itself is subjected to the mandatory régime. The matter has been left over to the diplomatic conference (see art. 3 on mandatory application which has been put within brackets).

While it is clear that the convention will apply to a contrast of multimodal transport between places in two Contracting States, it has not yet been resolved whether it would apply where either the place for the taking in charge of the goods or the place for delivery of the goods is located in a Contracting State. The convention would apply also where the MT document is issued in a Contracting State and where a voluntary reference has been made to the provisions of the convention (art. 2).

Generally, it might be said that the convention with respect to liability, limitation of liability, documentation and notice of loss and limitation of actions has been closely patterned upon the Hamburg Rules. It might even be said that, in some respects, this basic philosophy has been exaggerated, namely when it has been suggested that the MT document should contain the name and principal place of business of the carrier by sea, air, land and inland waterways as well as information on the journey route, the modes of transport employed and the places of transshipment (art. 8 f and o). Fortunately, these draft provisions have so far been kept within brackets. The method to closely follow the Hamburg Rules has obvious merits as it tends to harmonize the rules within the different branches of transport law but it also makes the ratification of the MT convention almost entirely dependent upon the prior ratification of the Hamburg Rules.

A subject of great importance and, unfortunately, also of great difficulty relates to the vexed issue of conflict of conventions. A separate study has been made by professor D.C. Jackson (UK, the study appears in UNCTAD doc. TDB/AC. 15/53 1979-01-16). He concludes that the MT contract is sui generis and that, therefore, no conflict of conventions would arise. Even if this is so, we do seem to be confronted with two separate legal régimes which may be applicable simultaneously. It is not possible to say that article 1.6 of the Hamburg Rules only refers to the liability of persons actually performing the sea transit, since the Hamburg Rules clearly also refer to the liability of contracting carriers. It is equally clear that art. 1.6 makes specific reference to multimodal transports. This article says that a MT contract including carriage by sea shall only be deemed to be a contract of carriage of sea for the purposes of the Hamburg Rules "in so far as it relates to the carriage by sea". Hence, it is difficult to avoid to conclude a contrario that the Hamburg Rules do apply to the maritime segments of a MT contract - sui generis or not. Consequently, if the provisions on liability for loss or damage which could be attributed to the maritime segment of the transport are different under the MT convention compared to the corresponding provisions under the Hamburg Rules, we would be faced with two different sets of rules applicable to the same contract. This matter will undoubtedly require proper attention during the forthcoming diplomatic conference.
With respect to the important question of liability, the basic article 16 closely follows article 5 of the Hamburg Rules. The debate on the meaning of that article shall not be repeated here. Suffice it to say that article 16 reflects the principle of liability for presumed fault or neglect with the duty placed upon the MT0 to prove that no negligence or fault can be attributed to himself or to his servants or agents or other persons of whose services he has made use for the performance of the MT contract. With respect to limitation of liability two alternatives appear in article 18. One of these alternatives closely follows the combined unit and per kilo limitation of article 6.1 (a) of the Hamburg Rules, while the other leaves the diplomatic conference to decide whether the unit limitation should be abandoned in favour of a pure per kilo limitation. That alternative also suggests that, where the MT contract does not include carriage of goods by sea, a separate and higher per kilo limitation should be accepted. Also with respect to the difficult problem of "localized damage" - that is when it can be established that the loss or damage to the goods occurred during one particular stage of the multimodal transport - two different alternatives are suggested. One of these, (alternative B) incorporates the "network liability principle" as it has been expressed in the CMI Tokyo Rules, the TCM draft and the ICC Rules for a combined transport document. The other (alternative A) makes exception from the basic liability rules of the convention only with respect to the limits of liability. The text of alternative A contains in itself a number of brackets. It is not yet resolved whether it should be applied only in the favour of the claimant and allow him to invoke higher limits or whether it should also be possible for the MT0 to invoke lower limits. Further, it has not yet been agreed whether these limits may only be taken from international conventions or from mandatory national law as well.

In practice, the MT0 often finds himself in a difficult situation when he receives the claim late, since time might then be up for a recourse action against his subcontractors. This explains why claims against the MT0 according to the current transport documents is as short as nine months (also accepted in the ICC Rules for a combined transport document, rule 19). It is now suggested, in art. 25.1 of the MT convention, that the time-bar should be two years (appears within brackets) but that the action might be time-barred earlier if the claim has not been notified in writing within a shorter period of time still to be decided.

As appears from the above short summary of the main contents and disagreements it may be difficult to reach agreement on a final text already in November this year.
RIDERS TO THE STATEMENTS OF THE
RATIFICATIONS OF AND ACCESSIONS TO THE
INTERNATIONAL MARITIME LAW CONVENTIONS

SIGNATURE BY THE NETHERLANDS

In a communication dated February 19, 1979, the Ministère des Affaires Étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, advises that on February 5, 1979, H.E. the Ambassador of the Netherlands in Brussels appended his signature to the

PROTOCOL SIGNED AT BRUSSELS ON FEBRUARY 23, 1968 TO AMEND THE
INTERNATIONAL CONVENTION FOR THE
UNIFICATION OF CERTAIN RULES OF
LAW RELATING TO BILLS OF LADING,
SIGNED AT BRUSSELS ON AUGUST 24,
1924

of which the Belgian Government is the
repository.

ACCESSIONS BY THE
GERMAN DEMOCRATIC REPUBLIC

In a communication dated March 13, 1979, the Ministère des Affaires Étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique advises that

1. On February 14, 1979 the notification of accession of the German Democratic Republic was registered at the Ministère des Affaires Étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, concerning the

INTERNATIONAL CONVENTION FOR THE
UNIFICATION OF CERTAIN RULES RELATING TO
CIVIL JURISDICTION IN MATTERS
OF COLLISION, SIGNED AT BRUSSELS
ON MAY 10, 1952

Entry into force: August 14, 1979 (cfr. Art. 13, para.3).

At the time of the notification, the following reservation in respect of Article 9 and declaration concerning Article 15 were made.

Reservation in respect of Article 9:
(Translation)
"The German Democratic Republic does not consider itself bound by the provisions in Article 9 of the Convention, under which any dispute which might result from the interpretation or the application of the Convention which cannot be solved by means of negotiation, must be submitted to arbitration at the request of one of the Contracting Parties to the dispute.

In respect thereto, the German Democratic Republic is of the opinion that in each particular case the consent of all the Contracting Parties to the dispute is required to settle the dispute by arbitration."

AJOINTES À L'ÉTAT DES RATIFICATIONS ET
ADMISSIONS DES CONVENTIONS INTERNATIONALES DE DROIT MARITIME

SIGNATURE PAR LES PAYS-BAS

Suivant une communication datée du 19 février 1979, le Ministère des Affaires Étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, avertit que le 5 février 1979 S.E. l’Ambassadeur des Pays-Bas à Bruxelles a procédé à la signature du

PROTOCOLE SIGNE A BRUXELLES LE 23
FEVRIER 1968 POUR EN MODIFIER
DE LA CONVENTION INTERNATIONALE
POUR L'UNIFICATION DE CERTAINES
RÈGLES EN MATIÈRE DE CONNAISSANCE,
SIGNÉE A BRUXELLES LE 24 AOUT 1924,
dont le Gouvernement belge est dépositaire.

ADHÉSIONS PAR LA
REPUBLIQUE DEMOCRATIQUE ALLEMANDE

Suivant une communication datée du 13 mars 1979, le Ministère des Affaires Étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, avise que

1. Le 14 février 1979 a été enregistré au Ministère des Affaires Étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, la notification d’adhésion de la République Démocratique Allemande à la

CONVENTION INTERNATIONALE POUR
L'UNIFICATION DE CERTAINES RÈGLES
RELATIVES À LA COMPÉTENCE CIVILE
EN MATIÈRE D'ABORDAGE (BRUXELLES,
10 MAI 1952)

entrée en vigueur : 14 août 1979
(cfr. Art. 13, alinéa 3).

Lors de cette notification ont été faites
une réserve au sujet de l'article 9 et
une déclaration relative à l'article
16.

Réservé au sujet de l'article 9 :
(Traduction):
"La République Démocratique Allemande ne se considère pas liée par les dispositions de l'article 9 de la Convention selon lequel les différends, pouvant résulter de l'interprétation ou l'application de la Convention qui ne furent pas réglés par la voie des négociations, doivent être soumis à arbitrage à la requête d'une des parties contractantes intéressées aux différends.

A ce sujet, la République Démocratique Allemande est d'avis que dans chaque cas particulier le consentement de toutes les parties contractantes intéressées aux différends est requis pour juger des différends par arbitrage."

8
2. Le même jour, à savoir le 14 février 1979, ont été enregistrés le dépôt des instruments d’adhésion de la République Démocratique Allemande concernant les actes internationaux suivants :

entrée en vigueur : 14 août 1979 (cfr. art 12, alinéa 3).

Lors de ce dépôt deux réserves (au sujet de l’article 1, par. 1, c) de la Convention et du paragraphe 2, c) du Protocole de signature) ont été faites, ainsi qu’une déclaration au sujet de l’article 14 de la Convention.

Réserves à l’article 1 (paragraphe 1, c) :
(Traduction) :
"La République Démocratique Allemande constate qu’à l’intérieur de ses eaux territoriales et intérieures maritimes, il n’y a aucune limitation de la responsabilité dans le sens de cette Convention à l’égard d’une lote relative à l’enlèvement des épaves et se rapportant à l’enlèvement ou à la destruction d’un navire coulé, échoué ou abandonné (y compris tout ce qui se trouve à bord). Les créances y compris la responsabilité résultent de la législation de la République Démocratique Allemande ".

Réserves au paragraphe 2, c) du Protocole de signature :
(Traduction) :
"La République Démocratique Allemande donne effet à la Convention en incluant dans la législation nationale les dispositions de cette Convention sous une forme appropriée à cette législation ".

entrée en vigueur : 14 mai 1979 (cfr. art. 13, alinéa 2).

Lors du dépôt une réserve a été faite au sujet de l'article 8 ainsi que des déclarations (au sujet de l'article 12 et de l'article 15).

Réserves à propos de l'article 8 :
(Traduction) :
"La République Démocratique Allemande ne se sent pas engagée par les dispositions de l’article 8 du Protocole selon lesquelles un litige sur l’interprétation et l’application du Protocole qui ne pourra être réglé par la négociation doit être soumis à une procédure d’arbitrage, sur demande de l’une des parties au litige."

A ce sujet, la République Démocratique Allemande est d’avis que pour régler un litige par une procédure d’arbitrage, le consentement de toutes les parties au litige est nécessaire dans chaque cas individuel ".

2. The same day, to wit, on February 14, 1979, the deposit of the instruments of accession of the German Democratic Republic concerning the following international acts, was registered :

a) INTERNATIONAL CONVENTION RELATING TO THE LIMITATION OF THE LIABILITY OF OWNERS OF SRA-GOING VESSELS AND OPTIONAL PROTOCOL, SIGNED AT BRUSSELS ON OCTOBER 10, 1957.

Entry into force: August 14, 1979 (cfr. Art.12, para. 3).

At the time of the deposit, two reservations were made (concerning Art.1, para. (1), c) of the Convention and para. 2) (c) of the Optional Protocol), as well as a declaration concerning Article 14 of the Convention.

Reservation in Article 1 (para. 1) (c) :
(Translation) :
"The German Democratic Republic observes that insofar as its territorial and maritime inland waters are concerned, there is no limitation of liability for the present Convention as regards legislation for wreck removal and referring to the refloating, the removal or the demolition of a sunken, grounded or abandoned vessel (including all property on board). The claims, including liability, are the result of German Democratic Republic legislation ".

Reservation in paragraph 2 (c) of the Optional Protocol :
(Translation) :
"The German Democratic Republic gives effect to the Convention by including in its national legislation the provisions of this Convention in a form which is appropriate to such legislation ".

b) PROTOCOL SIGNED AT BRUSSELS ON FEBRUARY 23, 1968 TO AMEND THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING, SIGNED AT BRUSSELS ON AUGUST 25, 1924.

Entry into force: May 14, 1979 (cfr. Art.13, para.2).

At the time of the deposit, a reservation was made concerning Article 8, as well as certain declarations (concerning Article 12 and Article 15).

Reservation in respect of Article 8 :
(Translation) :
"The government of the German Democratic Republic does not consider itself bound by the provisions of Article 8 of the Protocol under which any dispute concerning the interpretation and the application of the Protocol which cannot be solved by means of a negotiation must, at the request of the parties to the litigation, be submitted to a procedure of arbitration.

In this connection, the German Democratic Republic is of the opinion that in order to settle disputes by arbitration the consent of all parties to the dispute is necessary in each individual case ".
The Inter-Governmental Maritime Consultative Organization advises that by the 15th March, 1976 the following International Conventions had been ratified (r) or acceded to (a) by various countries which are shown hereunder in alphabetical order together with the date of deposit of the instrument:

INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMAGE, 1969 (CLC 1969)


Algeria 14 June 1974 r
Bahamas 22 July 1976 a
Belgium 12 January 1977 r
Brazil 17 December 1976 r
Chile 2 August 1977 a
Denmark 2 April 1975 a
Dominican Republic 2 April 1975 r
Ecuador 23 December 1976 a
Fiji 15 August 1972 a
France 17 March 1975 r
German Dem.Rep. 13 March 1978 a
Germany, Fed.Rep.of 20 May 1975 r
Ghana 20 April 1978 r
Greece 29 June 1976 a
Indonesia 1 September 1978 r
Italy 27 February 1979 r
Ivory Coast 21 June 1973 r
Japan 3 June 1976 a
Korea, Rep.of 18 December 1978 a
Lebanon 9 April 1974 a
Liberia 25 September 1972 a
Monaco 21 August 1975 r
Morocco 11 April 1974 a
Netherlands 9 September 1975 r
New Zealand 27 April 1976 a
Norway 21 March 1975 a
Pakistan 7 January 1976 r
Poland 13 March 1976 r
Portugal 25 November 1976 r
Senegal 27 March 1972 a
South Africa 17 March 1976 a
Spain 8 December 1975 r
Sweden 17 March 1975 r
Syrian Arab Rep. 6 February 1975 a
Tunisia 4 May 1976 a
USSR 21 June 1975 a
United Kingdom 17 March 1973 r
Yemen 6 March 1979 a
Yugoslavia 18 June 1976 r

The Convention has been extended to:

Bailiwick of Jersey 1 March 1976
Bailiwick of Guernsey
Isle of Man
Bermuda
Belize 1 April 1976
British Indian Ocean Territory
British Virgin Islands
Cayman Islands
Falkland Islands & Dependencies
Gibraltar
Gilbert Islands
Hong Kong
Montserrat
Pitcairn
St. Helena & Dependencies
Seychelles +
Solomon Islands +
Tuvalu +
United Kingdom Sovereign Base Areas of Akrotiri & Dhekelia
in the Island of Cyprus + Now an independent State.

PROTOCOL TO THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMAGE, 1969 (CLC PROT 1976)


CONVENTION RELATING TO CIVIL LIABILITY IN THE FIELD OF MARITIME CARRIAGE OF NUCLEAR MATERIAL, 1971 (NUCLEAR 1971)


Denmark 4 September 1974 r
France 2 February 1973 r
Germany, Fed.Rep.of 1 October 1975 r
Norway 21 May 1974 a
Spain 21 March 1975 r
Sweden 22 November 1974 r
Yemen 6 March 1979 a
INTERNATIONAL CONVENTION ON THE
ESTABLISHMENT OF AN INTERNATIONAL FUND
FOR COMPENSATION FOR OIL POLLUTION
DAMAGE, 1971 (FUND 1971)

Done at Brussels: 10 December, 1971 -
Entry into force: 16 October, 1978

<table>
<thead>
<tr>
<th>Country</th>
<th>Date of Ratification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algeria</td>
<td>2 June 1975</td>
</tr>
<tr>
<td>Bahamas</td>
<td>22 July 1976</td>
</tr>
<tr>
<td>Denmark</td>
<td>2 April 1975</td>
</tr>
<tr>
<td>France</td>
<td>11 May 1978</td>
</tr>
<tr>
<td>Ghana</td>
<td>20 April 1978</td>
</tr>
<tr>
<td>Indonesia</td>
<td>1 September 1978</td>
</tr>
<tr>
<td>Italy</td>
<td>27 February 1979</td>
</tr>
<tr>
<td>Japan</td>
<td>7 July 1976</td>
</tr>
<tr>
<td>Liberia</td>
<td>25 September 1972</td>
</tr>
<tr>
<td>Norway</td>
<td>21 March 1975</td>
</tr>
<tr>
<td>Sweden</td>
<td>17 March 1975</td>
</tr>
<tr>
<td>Syrian Arab. Rep.</td>
<td>6 February 1975</td>
</tr>
<tr>
<td>Tunesia</td>
<td>4 May 1976</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>2 April 1976</td>
</tr>
<tr>
<td>Yugoslavia</td>
<td>16 March 1978</td>
</tr>
</tbody>
</table>

Ratification by the United Kingdom was declared to be effective also in respect of:

The Bailiwick of Guernsey 2 April 1976
The Bailiwick of Jersey
The Isle of Man
Belize
Bermuda
British Indian Ocean Territory
British Virgin Islands
Cayman Islands
Falkland Islands & Dependencies
Gibraltar
Gilbert Islands
Hong Kong
Montserrat
Pitcairn Group
St. Helena & Dependencies

Seychelles +
Solomon Islands +
Turks and Caicos Islands
Tuvalu +
United Kingdom Sovereign Base
Areas of Akrotiri & Dhekelia in the Island of Cyprus

+ Now an independent State.

PROTOCOL TO THE INTERNATIONAL CONVENTION
ON THE ESTABLISHMENT OF AND INTERNATIONAL FUND FOR COMPENSATION FOR OIL POLLUTION
DAMAGE, 1971 (FUND PROT.1976)

Done at London: 19 November 1976 -
Not yet in force.

ATHENS CONVENTION RELATING TO THE
CARRIAGE OF PASSENGERS AND THEIR LUGGAGE
BY SEA, 1974 (PAL 1974)

Done at Athens: 13 December 1974 -
Not yet in force.

PROTOCOL TO THE ATHENS CONVENTION
RELATING TO THE CARRIAGE OF PASSENGERS
AND THEIR LUGGAGE BY SEA, 1974 (PAL PROT 1976)

Done at London: 19 November 1976 -
Not yet in force.

CONVENTION ON LIMITATION OF LIABILITY
FOR MARITIME CLAIMS, 1976 (LLMC 1976)

Done at London: 19 November 1976 -
Not yet in force.
Personalia

Ont été élus nouveaux membres titulaires:
Wore elected as new Titulary Members:

ARGENTINA: Dr. KRON (Mrs)
            Dr. Alberto C. CAPPAGLI, Jr.

DENMARK: T. IVERSEN OG
          Knud FONTOPIEDAN
          Bent NIELSEN

INDIA: Mrs. Shrimati Sumati MORARJI

JAPAN: Hisao FUKUDA
       Takao MORI
       Tadayasu KODAMA
       Hiroshi NATAKUCHI
       Akira TAKAKUMA
       Akihiro YAMAMORI

PERU: Dr. Enrique MONGOA DIEZ CANSECO
      Dr. Roberto MAC LEAN UGARTECHE
      Dr. Ricardo VIGIL TOLEDO

SPAIN: Don Fernando SANCHEZ CALERO
       Don Ignacio BERTRAND Y BERTRAND
       Don Jose Luis BRESTEA DE LA TORRE
       Don Aurelio MENENDEZ MENENDEZ
       Don Gabriel JULIA ANDEU
       Don Manuel OLIVENCIA DUZ

SWEDEN: Jan RAMBERG

U.S.A: John W. SIMS
       James J. DONOVAN

VENEZUELA: Oscar VILLEGAS
           Dr. Jesús Rafael MORENO PARTIDAS
           Capt. Marcel ANTONIORSI
           Dr. Nelson SOCORRO
           Dr. Julio ALVAREZ LEDO
           Dr. Siebel GIRON
           Capt. Saul PICARDI
           Dr. Carlos NAVARES GONZALEZ
           Gregorio SHAPIRO
           Dr. Konrad FIGUEROA YANES
           Dr. Wagner ULLOA FERRER

Mr. Tsunec Ohtori, Professor at the
University of Tokyo, has been elected
as President of The Japanese Maritime
Law Association. The list of the new
Officers of this Association will be
printed in the yearbook of Documentation

M. Tsunec Ohtori, Professeur à l'universi-
té de Tokyo a été élu Président de
l'Association Japonaise de Droit
Maritime. La liste complète des nou-
veaux membres du bureau de cette Asso-
ciation sera publiée dans l'annuaire
1979 du C.M.I.

Published by CMI headquarters:

do Messrs. HENRY VORST-GEVICOT, Borzeerstraat 17, B-2000 Antwerp - Belgium.
Report accompanying two draft protocols for the amending of Maritime Conventions

Rapport d’accompagnement d’un projet de deux protocoles portant modification de Conventions maritimes

1. The Comité Maritime International, recognizing that a number of international conventions - other than those which constitute the subject matter of this report - had been amended so as to replace definitions of the maximum liability of a person (having such connection with international transportation as was indicated in each of the conventions in question) in terms of gold value by some other unit of account, felt that a few conventions dealing with maritime transportation were, similarly, in need of amendment. In view of the role played by the C.M.I. in preparing those conventions, the C.M.I. thought that it might be the appropriate body to initiate steps leading to such amending, and it now presents a draft of two Protocols for the amending of, respectively, the International Convention relating to the limitation of the liability of owners of sea-going ships of 1957 and the International Convention for the unification of certain rules of law relating to bills of lading of 1924 as amended by the Protocol of February 23, 1968.

2. With respect to the necessity of the amending the following observations may be made.

In order to obtain international uniformity, any amount of maximum liability has to be expressed in an universally accepted parameter not being the national currency of any State. Gold used to be such parameter. This was particularly true at the time when a substantial number of countries operated within a system where gold had a stabil-

* This report and the draft Protocols have been drawn up by an International Subcommittee who was chaired by Professor Jan Schultsz. The President of the C.M.I. has submitted these documents to the Belgian Government at the end of the month May, 1979.

1. Le Comité Maritime International, ayant reconnu qu'un certain nombre de conventions internationales - autres que celles constituant le thème du présent rapport - avaient été modifiées de façon à remplacer les définitions de la responsabilité maximum d'une personne (ayant avec le transport international un rapport tel qu’indiqué dans chacune des conventions en question) en termes de valeur "or" par quelqu'autre unité de compte, est d'avis qu'il est nécessaire de modifier de la même manière quelques-unes des conventions traitant du transport maritime. Compte tenu du rôle qu’il a joué dans la préparation de ces conventions, le C.M.I. pense qu'il serait tout désigné pour faire les premiers pas conduisant à une telle modification. Il soumet, en conséquence, un projet de deux protocoles portant modification, l'un de la convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, de 1957, et l'autre de la convention internationale pour l'unification de certaines règles en matière de connaissance, de 1924, comme modifiée par le protocole du 23 février 1968.

2. A propos de la nécessité de modifications on peut faire les observations qui suivent.

Afin d'obtenir une uniformité sur le plan international, toute somme concernant une responsabilité maximum doit être exprimée dans une unité universellement reconnue et qui ne soit pas l'unité monétaire d'un pays quelconque. Auparavant, on a eu recours à l'or pour être ce paramètre. Il en fut surtout ainsi à une époque où les échanges commerciaux

* Ce rapport et les projets de Protocoles ont été rédigés par une commission internationale présidée par le Professeur Jan Schultsz. Ils ont été remis par le Président du C.M.I. au Gouvernement Belge à la fin du mois de mai 1979.
fixed price expressed in the currency of one country (viz. 1 oz. golds US.$35.).
This period, however, ended in March 1968 and since that time no more is a
uniformly applied fixed parity - to the contrary, gold is quoted on "free
market" as well as in officially de-
termined parities. Action was taken by
the International Monetary Fund to the extent that, in 1972, it created Special
Drawing Rights, a unit of account then
with a value fixed in terms of gold. In
1976 it was decided to go a step
further and to determine the value of
S.D.R. 's on the basis of the weighted
 currencies of sixteen Member-States.
As from April 1, 1978 Member-States of the
in conformity to international practice, 15 "francs"
as defined in the original Conventions
(currently referred to as "Francs
Poincaré") are equated to 1 Special
Drawing Right.
Furthermore provision is made for
those Member-States who are not Members
of the International Monetary Fund. In
the same way as is the case in the other
protocols just mentioned, they shall be
entitled to make use of "monetary units"
which are identical to the "Francs
Poincaré".

3. Following the example of the protocols to the international conventions referred to in the very beginning of this report, the drafts make use of the special Drawing Rights as determined by
the International Monetary Fund in order to express and define the maximum
of the liability in question. In conformity
to international practice, 15 "francs"
as defined in the original Conventions
(currently referred to as "Francs
Poincaré") are equated to 1 Special
Drawing Right.
Furthermore provision is made for
those Member-States who are not Members
of the International Monetary Fund. In
the same way as is the case in the other
protocols just mentioned, they shall be
entitled to make use of "monetary units"
which are identical to the "Francs
Poincaré".

4. No suggestions will be found in the
two drafts with respect to the
number of ratifications that will be
required before the protocol or the
convention which is designed to amend.
However, in view of the obligations
imposed by the I.M.F., such number may
well be too high. Under these conditions
it was thought preferable to leave the
matter open.

5. Finally an explanation should be
given for the fact that drafts are
presented for two Brussels Conventions
only whereas, in actual fact, three
further Conventions might, conceivably,
have been given the same attention.
With respect to one of these Conven-
tions, viz. the Convention on the
liability of operators of nuclear ships,
it was thought inappropriate to amend
it in view of the fact that the Convention
itself has not yet come into force
by lack of a sufficient number of rat-
ifications. Should an additional number
d'un nombre important de pays étaient
fondés sur un système au sein duquel
l'or avait un prix fixe qui s'arrêtait
courante monnaie (35 $ US.
= 1 once d'or). Cette période a cepen-
dant pris fin en mars 1968, et depuis
décision il n'existe plus de "monnaie fixe" qui soit appliquée uniformément.
Le contraire, l'or est coté sur les "marchés libres" que sur les marchés
officials des changes. Une action fut entreprise par le Fonds Monétaire In-
ternational qui aboutit, en 1971, à la
création des Droits de Tirage Spéciaux,
unité de compte qui, à l'époque, était
basée sur l'or. En 1976 on décida d'aller encore plus loin et de déterminer
la valeur des D.T.S. par rapport à un "panier" de monnaies de seize
Ets membres du F.M.I. Depuis le 1er
avril 1978, il n'est plus permis aux
Ets membres du F.M.I. d'exprimer la
evaleur d'une monnaie par référence
t à l'or. C'est pourquoi la modification
des conventions est devenue une question
urgente.

3. En prenant exemple des protocoles aux conventions internationales aux
quelles il a été fait allusion au début du présent rapport, les proroges de
usage des Droits de Tirage Spéciaux
tels que déterminés par le Fonds Moné-
taire International pour exprimer et
definir le montant maximum de la respons-
abilité en question. Conformément à la
pratique internationale, 15 "francs"
tels que définis dans les conventions
originelles (couramment appelés "Francs
Poincaré"), sont l'équivalent de 1
D.T.S.

En outre, des dispositions ont été
prévues pour les Éts membres ne fai-
sant pas partie du Fonds Monétaire
International. De la même manière que
prévus dans les autres protocoles précé-
demment mentionnés, ces Éts seront
admis à utiliser des "unités de compte"
identiques aux "Francs Poincaré".

4. On verra qu'aucune proposition n'a été faite dans les deux projets en ce qui concerne le nombre de ratifica-
tions requises pour la nouvelle convention entrent en vigueur. D'une part, on peut
avancer que ce nombre devrait corres-
pondre avec celui qu'il faut pour l'
entrée en vigueur de la convention
originelle, qu'il est sensé modifier.
Mais d'autre part, compte tenu des
contraintes imposées par le F.M.I., ce
nombre pourrait être trop élevé. Dans
ces conditions, il a été jugé préféré-
ble de laisser ouverte la question.

5. Enfin, il faut tenir compte du
fait que des projets ne sont présentés
que pour deux conventions de Bruxelles
alors que l'on peut concevoir d'accor-
dre la même attention à trois autres
conventions.

En ce qui concerne l'une de ces con-
ventions, à savoir la convention relati-
ve à la responsabilité des exploitants
de navires nucléaires, il a été précisé
qu'il ne convenait pas de la modifier
en raison de la circonstance que la con-
vention elle-même n'est pas encore en-
trée en vigueur par suite du nombre

of States feel the desire to ratify the Convention then, no doubt, all interested States will enter into negotiations with a view to amend the Convention.

With respect to two other Conventions, viz. the Convention for the unification of certain rules relating to the limitation of the liability of owners of sea-going vessels and the International Convention for the unification of certain rules of law relating to bills of lading, both signed at Brussels on August 25th, 1924, it should be pointed out that the first mentioned convention has been largely superseded by the 1957 Limitation Convention, whereas the second has been amended by the 1968 Protocol, one of the essential objects of that Protocol being to provide a solution for the problems that had arisen as a consequence of the 1924 Convention using as a monetary unit the pound sterling "to be taken to be gold value". Under these conditions it was feared that, to present a draft for the amending of the 1924 Conventions would not contribute to international uniformity. Therefore no proposal to that effect is presented.

Draft protocol to amend the International Convention relating to the Limitation of the Liability of Owners of Sea-going Ships, 1957

Projet de protocole portant modification de la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, 1957

The Parties to the present Protocol being Parties to the International Convention relating to the limitation of the liability of owners of sea-going ships, 1957,

Have agreed as follows:

Article I

For the purpose of this Protocol: "Convention" means the International Convention relating to the limitation of the liability of owners of sea-going ships (and its Protocol of signature), done at Brussels on 10th October, 1957.

Article II

1. Article 3, paragraph 1° of the Convention is replaced by the following:

1° The amounts to which the owner of a ship may limit his liability under

Les Parties au présent Protocole étant Parties à la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, 1957, ont convenu ce qui suit:

Article I

Pour l'application du présent Protocole, le terme "Convention" se rapporte à la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer (et à son Protocole de signature), faite à Bruxelles le 10 octobre 1957.

Article II

1. Le paragraphe 1° de l'article 3 de la Convention est remplacé par le texte suivant:

1° Les montants auxquels le propriétaire d'un navire peut limiter sa
2. Article 3 paragraph 6° of the Convention is replaced by the following:

6° The unit of account mentioned in paragraph 1 hereof is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in that paragraph shall be converted into the national currency of the State in which limitation is sought on the basis of the value of that currency on the date on which the shipowner shall have constituted the limitation fund made the payment or given the guarantee which under the law of that State is equivalent to such payment. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State.

7° Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of the preceding paragraph of this article may, at the time of ratification or accession or at any time thereafter, declare that the responsibility in the cases provided for in Article 1 are:

a) in the case where the event has not caused any damage, the sum of 66,67 units of account per ton of the ship's tonnage;
b) in the case where the occurrence has only given rise to personal claims an aggregate amount of 206,67 units of account for each ton of the ship's tonnage;
c) in the case where the occurrence has given rise both to personal claims and property claims an aggregate amount of 206,67 units of account for each ton of the ship's tonnage, of which a first portion amounting to 140 units of account 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 66,67 units of account 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. Le paragraphe 6 de l'article 3 de la Convention est remplacé par le texte suivant:

6° L'unité de compte visée au paragraphe 1 ci-dessus est le Droit de Tirage Spécial tel que défini par le Fonds Monétaire International. Les montants mentionnés dans ce paragraphe seront convertis dans la monnaie nationale de l'Etat dans lequel la limitation est invoquée. La conversion s'effectue suivant la valeur de cette monnaie à la date à laquelle le détenteur aura constitué le fonds de limitation, aura effectué le paiement ou encore au moment où il aura fourni une garantie équivalente, conformément à la loi de cet Etat. La valeur en Droit de Tirage Spécial d'une monnaie nationale d'un Etat qui est membre du Fonds Monétaire International est calculée selon la méthode d'évaluation appliquée par le Fonds Monétaire International à la date en question pour ses propres opérations et transactions. La valeur en Droit de Tirage Spécial d'une monnaie nationale d'un Etat qui n'est pas membre du Fonds Monétaire International est calculée de la façon déterminée par cet Etat.

7° Toutefois, un Etat qui n'est pas membre du Fonds Monétaire International, et dont la législation ne permet pas d'appliquer les dispositions du paragraphe précédent du présent article peut, au moment de la ratification ou de l'adhésion, ou encore à tout moment par la suite,
déclarer que les limites de la responsabilité prévues dans la présente Convention et applicables en son territoire sont fixées de la manière suivante :

(a) conformément au paragraphe 1, a) 1,000 unités monétaires;
(b) conformément au paragraphe 1, b) 3,100 unités monétaires;
(c) conformément au paragraphe 1, c) respectivement 1,100, 2,900 et 1,000 unités monétaires.

L'unité monétaire mentionnée à ce paragraphe correspond à 55,5 milligrammes d'or, au titre de 900 millièmes de fin. La conversion des sommes mentionnées à ce paragraphe en monnaie nationale s'effectuera conformément à la législation de l'État en cause.

8° Le calcul mentionné à la dernière phrase du paragraphe 6 et la conversion mentionnée au paragraphe 7 seront faits de manière à exprimer la même valeur réelle que celle exprimée en unités de compte au paragraphe 1. Les États consignent aux dépens de leur méthode de calcul conformément au paragraphe 6, ou selon les cas les résultats de la conversion conformément au paragraphe 7, au moment du dépôt de l'instrument visé à l'article III, ou lorsqu'ils utiliseront l'option prévue au paragraphe 7 et chaque fois qu'un changement se produira dans leur méthode de calcul ou dans la valeur de leur monnaie nationale par rapport à l'unité de compte ou à l'unité monétaire.

3. Le paragraphe 9° de l'article 3 de la Convention deviendra le paragraphe 9° de l'article 3.

Article III
Signature, ratification and accession
1° Le présent Protocole sera ouvert à la signature de tout État qui a signé la Convention ou qui y a adhéré, ainsi que de tout État invité à assister à la Conférence pour la révision des dispositions concernant l'unité de compte de la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer de 1966, tenue à ... 

19... au ... 19... Ce Protocole sera ouvert à la signature à compter du ... 19... jusqu'au ... 19... auprès du Ministère Belge des Affaires Étrangères.

2° Conformément à l'article 4 du présent article, le présent Protocole est soumis à la ratification, à l'acception ou à l'adhésion des États qui l'ont signé.

3° Conformément au paragraphe 4 du présent article, ce Protocole est ouvert à l'adhésion des États qui ne l'avaient pas signé.

4° Tous les États Parties à la Convention peuvent ratifier, accepter, approuver ou adhérer au présent Protocole.
5. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument to that effect with the Belgian Government.

6. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Protocol shall be deemed to apply to this Protocol as modified by the amendment.

Article IV
Entry into Force
1. This Protocol shall enter into force for the States which have ratified, accepted, approved or acceded to it on the first day of the month following the expiry of three months following the date on which ....... States have either signed it without reservation as to ratification, acceptance or approval or have deposited the requisite instruments of ratification, acceptance, approval or accession.

2. For any State which subsequently signs this Protocol without reservation as to ratification, acceptance or approval, or deposits its instrument of ratification, acceptance, approval or accession, this Protocol shall come into force on the first day of the month following the expiry of three months following the date of such signature or deposit.

Article V
Denunciation
1. This Protocol may be denounced by a Party at any time after the date on which this Protocol enters into force for that Party.

2. Denunciation shall be effected by the deposit of an instrument with the Belgian Government who shall inform all other Parties of the receipt of the instrument of denunciation and of the date of its deposit.

3. A denunciation shall take effect the first day of the month following the expiry of one year after the deposit of an instrument of denunciation, or after such longer period as may be specified in the instrument.

Article VI
Depository
1. This Protocol shall be deposited with the Belgian Government.

2. The Belgian Government shall:

a) inform all States which have signed or acceded to this Protocol of:

(i) each new signature and each deposit of an instrument together with the date thereof;

(ii) the date of entry into force of this Protocol;

b) inform all other Parties of the receipt of the instrument of denunciation and of the date of its deposit.

5° La ratification, l'acceptation, l'approbation et l'adhésion s'effectueront par le dépôt d'un instrument en bonne et due forme auprès du Gouvernement Belge.

6° Tout instrument de ratification, d'acceptation, d'approbation ou d'adhésion déposé après l'entrée en vigueur d'un amendement du présent Protocole sera considéré comme devant s'appliquer au Protocole amendé.

Article IV
Entrée en vigueur
1° Le présent Protocole entrera en vigueur pour les États qui ont ratifié, accepté, approuvé ou qui y ont adhéré le premier jour du mois qui suit l'expiration du délai de trois mois à compter de la date à laquelle ....... États l'ont signé sans réserve, quant à la ratification ou à l'acceptation, ou à l'approbation, ou qu'ils ont déposé les instruments de ratification, d'acceptation, d'approbation ou d'adhésion.

2° Pour tout État qui ultérieurement signe le présent Protocole sans réserve quant à la ratification, à l'acceptation, à l'approbation ou à l'adhésion ou qui dépasse son instrument de ratification, d'acceptation, d'approbation ou d'adhésion, le présent Protocole entrera en vigueur le premier jour du mois qui suit l'expiration du délai de trois mois à compter de la date à laquelle cette signature a été apposée ou l'instrument déposé.

Article V
Dénomination
1° Le présent Protocole peut être dénoncé par toute Partie à tout moment après la date à laquelle il entre en vigueur pour cette Partie.

2° La dénonciation s'effectue par le dépôt d'un instrument auprès du Gouvernement Belge qui informera toutes les autres Parties de la réception de l'instrument de dénonciation et de la date de son dépôt.

3° Une dénonciation prendra effet le premier jour du mois suivant l'expiration du délai d'une année après le dépôt d'un instrument de dénonciation, ou à l'expiration d'une période plus longue qui pourrait y être spécifiée.

Article VI
Dépositaire
1° Le présent Protocole sera déposé auprès du Gouvernement Belge.

2° Le Gouvernement Belge:

a) informera tous les États qui ont signé ou adhéré au présent Protocole:

(i) de toute nouvelle signature et de tout dépôt d'instrument s'y rapportant, ainsi que de la date à laquelle cette signature ou ce dépôt sont intervenus;

(ii) de la date d'entrée en vigueur du présent Protocole;
(iii) the deposit of any instrument of denunciation of this Protocol together with the date on which the denunciation takes effect;

(iv) any amendments to this Protocol;

b) transmit certified true copies of this Protocol to all States which have signed this Protocol or acceded thereto.

Article VII

Languages

This Protocol is established in a single original in the English and French languages, both texts being equally authentic.

Article VIII

As between the Parties to this Protocol the Convention and the Protocol shall be read and interpreted together as one single instrument.

Article IX

A Party to the Convention having reserved the right to give effect to it either by giving it the force of law or by including it in national legislation, in a form appropriate to that legislation, the provisions of the Convention, shall have a similar right with respect to this Protocol.

Done at this day of one thousand nine hundred and

In witness whereof the undersigned being duly authorized for that purpose have signed this Protocol.

Draft protocol to amend the International Convention for the Unification of certain Rules of Law relating to Bills of Lading, 1924, as amended by the protocol, 1968

Projet de protocole portant modification de la Convention internationale pour l'unification de certaines règles en matière de connaissance, 1924, telle qu'amendée par le protocole de 1968

The Parties to the present Protocol being parties to the International Convention for the unification of certain rules of law relating to bills of lading, done at Brussels on 25th August, 1924, and the Protocol to amend that Convention, done at Brussels on 23rd February, 1968.

Have agreed as follows:

Article I

For the purpose of this Protocol: "Convention" means the International

Article II

1. Article 4, paragraph 5, a) of the Convention is replaced by the following:

a) Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666,67 units of account per package or 2 units of account per kilo of gross weight of the goods lost or damaged, whichever is the higher.

2. Article 4, paragraph 5, d) of the Convention is replaced by the following:

d) The unit of account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amount mentioned in sub-paragraph a) of this paragraph shall be converted into national currency on the basis of the value of that currency on the date to be determined by the law of the Court seized of the case. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of the preceding sentences may, at the time of ratification or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:

(a) in respect of the amount of 666,67 units of account mentioned in sub-paragraph a) of this paragraph, 10,000 monetary units;
(b) in respect of the amount of 2 units of account mentioned in sub-paragraph a) of this paragraph, 30 monetary units.

The monetary unit referred to in the preceding sentence corresponds to

Convention internationale pour l’unification de certaines règles en matière de connaissances et de l’escarcelle, signée à Bruxelles le 25 août 1924 (et son Protocole de signature) telle qu’amendée par le Protocole signé à Bruxelles le 23 février 1968.

Article II

1. L’alinéa a) du paragraphe 5 de l’article 4 de la Convention est remplacé par le texte suivant :

a) A moins que la nature et la valeur des marchandises n’aient été déclarées par le chargement avant leur embarquement et que cette déclaration ait été insérée dans le connaissance, le transporteur, comme le navire, ne seront en aucun cas responsables des pertes ou dommages des marchandises ou concernant celles-ci pour une somme supérieure à 666,67 unités de compte par colis ou 2 unités de compte par kilogramme de poids brut des marchandises perdues ou endommagées, la limite la plus élevée étant applicable.

2. L’alinéa d) du paragraphe 5 de l’article 4 de la Convention est remplacé par le texte suivant :

d) L’unité de compte mentionnée dans cette Convention est le Droit de Tirage Spécial tel que défini par le Fonds Monétaire International. La somme mentionnée à l’alinéa a) de ce paragraphe sera convertie dans la monnaie nationale suivant la valeur de cette monnaie à une date qui sera déterminée par la loi de juridiction saisie de l’affaire.

Le Droit de Tirage Spécial d’une monnaie nationale d’un État qui est membre du Fonds Monétaire International est calculé selon la méthode d’évaluation appliquée par le Fonds Monétaire International, à la date en question pour ses propres opérations et transactions. Le Droit de Tirage Spécial d’une monnaie nationale d’un État non membre du Fonds Monétaire International est calculé de la façon déterminée par cet État.

Toutefois, un État qui n’est pas membre du Fonds Monétaire International et dont la législation ne permet pas l’application des dispositions prévues aux phrases précédentes peut, au moment de la ratification ou de l’adhésion ou encore à tout moment par la suite, déclarer que les limites de la responsabilité prévues dans cette Convention et applicables au sein de son territoire, sont fixées de la manière suivante :

a) en ce qui concerne la somme de 666,67 unités de compte mentionnées à l’alinéa a) de ce paragraphe, 10,000 unités monétaires ;

b) en ce qui concerne la somme de 2 unités de compte mentionnée à l’alinéa a) de ce paragraphe, 30 unités monétaires.

L’unité monétaire dont il est fait référence à la phrase précédente.
65.5 milligrams of gold of milli-
gramme fineness 900°. The conversion
of the amounts specified in that
sentence into the national currency
shall be made according to the law
of the State concerned.
The calculation and the conversion
mentioned in the preceding sentences
shall be made in such a manner as
to express in the national currency
of the States as far as possible the
same real value for the amounts in
Article 4, paragraph 5, sub-paragraph
a) as is expressed there in units of
account.
States shall communicate to the
depository the manner of calculation
or the result of the conversion as
the case may be, when depositing
an instrument referred to in Article
III and whenever there is a change
in either.

Article III
Signature, ratification and accession
1. This Protocol shall be open for
signature by any State which has signed
the Convention or acceded thereto and
by any State invited to attend the
Conference to revise the unit of account
provisions in the International Convention
for the unification of certain rules of
law relating to bills of lading, 1924,
as amended by the Protocol, 1968, held
in .......... from ...... to ......
19...... This Protocol shall be open for
signature from ...... 19...... to ......
19...... at the Belgian Ministry for
Foreign Affairs.

2. Subject to paragraph 4 of this
Article, this Protocol shall be subject
to ratification, acceptance or approval
by the States which have signed it.

3. Subject to paragraph 4 of this
Article, this Protocol shall be open for
accession by States which did not sign it.

4. This Protocol may be ratified,
accepted, approved or acceded to by States
Parties to the Convention.

5. Ratification, acceptance, approval
or accession shall be effected by the
deposit of a formal instrument to that
effect with the Belgian Government.

6. Any instrument of ratification,
acceptance, approval or accession depos-
ted after the entry into force of an
amendment to this Protocol shall be
deemed to apply to this Protocol as
modified by the amendment.

Article IV
Entry into force
1. This Protocol shall enter into force
for the States which have ratified,
accepted, approved or acceded to it on
the first day of the month following the
expiry of three months following the date
correspond à 65.5 milligrammes d'or
au titre de 900 millièmes de fin.
La conversion en monnaie nationale
des sommes mentionnées dans cette
phrase, s'effectuera conformément
de la législation de l'Etat en cause.
Le calcul et la conversion mention-
nées aux phrases précédentes seront
faits de manière à exprimer en
monnaie nationale de l'Etat, dans
la mesure du possible, la même
valeur réelle pour les sommes de
l'alinéa a) du paragraphe 5 de l'
article 4, que celle exprimée en
unités de compte. Les Etats communi-
queront au dépositaire leur méthode
de calcul, ou les résultats de la
conversion selon les cas, au moment
du dépôt de l'instrument visé à
l'article III et chaque fois qu'un
changement se produit dans leur
méthode de calcul ou dans la valeur
de leur monnaie nationales par rap-
port à l'unité de compte ou à l'uni-
té monétaire.

Article III
Signature, ratification et adhésion
1. Le présent Protocole est ouvert à
la signature de tout Etat qui a signé la
Convention ou qui y a adhéré ainsi que
de tout Etat invité à assister à la Con-
férence pour la révision des dispositions
visant l'unité de compte de la Convention
internationale pour l'unification de
certaines règles en matière de connaissance
de 1924, telle qu'amendée par le
Protocole de 1968, tenu à ......
au ...... 19....... Le présent
Protocole sera ouvert à la signature du
...... 19...... au ...... 19......,
sous le Ministère Belge des Affaires
Etrangères.

2. Conformément au paragraphe 4 du
présent article, le présent Protocole
sera soumis à la ratification, à l'accep-
tation ou à l'approbation des Etats qui
l'ont signé.

3. Conformément au paragraphe 4 du pré-
sent article, le présent Protocole sera
ouvert à l'adhésion des Etats qui ne
l'ont pas signé.

4. Tous les Etats Parties à la Conven-
tion peuvent, ratifier, accepter, appru-
ver ou adhérer au présent Protocole.

5. La ratification, l'acceptation,
l'approbation ou l'adhésion s'effectue-
nent par le dépôt d'un instrument en
bonne et due forme auprès du Gouvernement
Belge.

6. Tout instrument de ratification,
d'acceptation, d'approbation ou d'adhésion
déposé après l'entrée en vigueur d'un
amendement portant modification du pré-
sent Protocole ainsi amendé, sera considéré
comme devant n'appliquer au
Protocole amendé.

Article IV
Entrée en vigueur
1. Le présent Protocole entrera en vi-
gueur pour les Etats qui l'ont ratifié,
accepté, apprové ou qui y ont adhéré
le premier jour du mois qui suit l'ex-
piration du délai de trois mois, à compt-
on which ..... States have either signed it without reservation as to ratification, acceptance or approval or have deposited the requisite instruments of ratification, acceptance, approval or accession.

2. For any State which subsequently signs this Protocol without reservation as to ratification, acceptance or approval, or deposits its instrument of ratification, acceptance, approval or accession, this Protocol shall come into force on the first day of the month following the expiry of three months following the date of such signature or deposit.

Article V

Denunciation

1. This Protocol may be denounced by a Party at any time after the date on which this Protocol enters into force for that Party.

2. Denunciation shall be effected by the deposit of an instrument with the Belgian Government who shall inform all other Parties of the receipt of the instrument of denunciation and of the date of its deposit.

3. A denunciation shall take effect the first day of the month following the expiry of one year after the deposit of an instrument of denunciation, or after such longer period as may be specified in the instrument.

Article VI

Depositary

1. This Protocol shall be deposited with the Belgian Government.

2. The Belgian Government shall:

   a) inform all States which have signed or acceded to this Protocol of:
      (i) each new signature and each deposit of an instrument together with the date thereof;
      (ii) the date of entry into force of this Protocol;
      (iii) the deposit of any instrument of denunciation of this Protocol together with the date on which the denunciation takes effect;
      (iv) any amendments to this Protocol;

   b) transmit certified true copies of this Protocol to all States which have signed this Protocol or acceded thereto.

Article VII

Languages

This Protocol is established in a single original in the English and French languages, both texts being equally authentic.
Allons-nous vers une revision de la Convention de 1910 sur le sauvetage ?

Will there be a revision of the 1910 Salvage Convention in the near future?

Over the past year or two, the Legal Committee of IMCO have discussed several important topics, including a possible Convention concerning liability in connection with the maritime transport of hazardous polluting substances, legal issues arising from the AMOCO CADIZ disaster, a protocol to the 1969 Civil Liability Convention to extend its application to non-permanent oils, and, more recently, the increase of liability under the 1989 Civil Liability Convention and 1971 Fund Convention limits.

At the last meeting of the Council of IMCO, the Legal Committee was allotted a two week period in 1981 to hold a diplomatic conference, and was asked to choose a subject which would be dealt with at that conference. At its 40th Session, the Legal Committee decided that the most urgent topic with which it is dealing, and one which could be usefully prepared for a diplomatic conference, was the possible convention on Hazardous and Polluting Substances. It was therefore decided that this should be the first priority subject for a diplomatic conference. However, the Committee felt that it might not be possible to prepare a draft convention on this complex subject by 1981, and also that other subjects with which it was dealing were too important to be left aside until the diplomatic conference was past. It was therefore decided by that a longer period should be allowed for the diplomatic conference, and that this should be held in 1982. Apart from the draft convention on Hazardous and Polluting Substances, the protocol to the 1969 Civil Liability Convention will also be too important to be left aside, subject to the progress made with those subjects, to devote time also to certain of the public law aspects of the AMOCO CADIZ disaster if them can be made ready for the diplomatic conference.

The Legal Committee of IMCO has been considering three main aspects of the legal issues arising from the AMOCO CADIZ disaster: reporting and notification.
ion, intervention and salvage. At the March meeting of the Assembly of the CMI, it was decided that the CMI should offer assistance to INCO in the consideration of the law of salvage. This offer was gratefully accepted by the Legal Committee of INCO. In particular, the Legal Committee would welcome work by the CMI on a review of the 1910 Salvage Convention, and on this work might be particularly directed to fostering an effective salvage industry and to accelerating the formation of salvage contracts. The Legal Committee pointed out that it would itself be considering the public law aspects of salvage in the context of the right of Coastal States to intervene in maritime casualties, and also that various parts of the industry were already engaged in reviewing the private salvage contract. The Legal Committee wished to encourage private industry in its attempt to produce new contractual arrangements and asked that it be kept informed of negotiations as they proceeded; a similar request was made to the CMI with regard to the progress of its work.

D.J. Lloyd Watkins.

Personalia

Were also elected as new Titulary Members by the regular 41st Assembly of the C.M.I.:  

Aux nouveaux membres titulaires mentionnés dans le CMI NEWS LETTER précédent, il faut ajouter:

BUNDESREPUBLIK DEUTSCHLAND:
Dr. Thomas M. HEME,  
Hansatz von BREUER.

Mr. Armando Redig de Campos has been elected as President of the Brazilian Maritime Law Association. The list of the new Officers of this Association will be printed in the yearbook of Documentation C.M.I. 1979.

M. Armando Redig de Campos a été élu Président de l'Association Brésilienne de Droit Maritime. La liste complète des nouveaux membres du Bureau de cette Association sera publiée dans l’annuaire 1979 du C.M.I.

CMI Vienna Colloquium

Colloque du CMI à Vienne

The booklet containing the papers of the Colloquium came out of print and is now available at the price of £15.–. Please order directly to:

Le recueil contenant les travaux du colloque vient de sortir de presse. Le prix est de £15.–. Prière d’adresser vos commandes auprès de:

Miss FIONA PELLANY,  
Thos R. Miller & Son  
14/20 St. Mary Axe,  
LONDON EC3A 8DA  UK.

Published by CMI headquarters:  
c/o Messrs. HENRY VOET-GENICOT, Borsestraat 17, B-2000 Antwerp - Belgium.
New task for the CMI

At its fortieth session the Legal Committee of IMCO approved the offer of cooperation of CMI for the study of the effects of the "AMOCO CADIZ" disaster on the present law of salvage. The Legal Committee considered that the CMI should be requested to review the private law principles of salvage, centring its examination of the matter on the 1910 Convention for the Unification of Certain Rules of Law relating to Assistance and Salvage at Sea, with Protocol of 1967. Such a review should not encompass questions of coastal State intervention or the control of salvage operations by public Authorities in the context of intervention. The Executive Council of the CMI has resolved to appoint an international Sub-committee under the chairmanship of Prof. Erling Chr. Selvig, the President of the Norwegian Maritime Law Association with instructions to consider this matter. The National Associations of maritime law have been invited to appoint soonest their delegate in the above Sub-committee.

The CMI Executive Council

At the recent meeting of the Executive Council which took place in London on 19 September, 1979, the following matters were considered:

1. 1910 Salvage Convention

The Executive Council decided to set up an international subcommittee on the subject of salvage and appointed professor Erling Selvig, Oslo, as chairman. The National Associations should be requested soonest to appoint their members to the Committee.

2. The Diplomatic Conference on Multimodal Transport, 1979

The Executive Council decided that the CMI should not be formally represented at the Diplomatic Conference dealing with the UNCTAD draft to a new international convention on the contract of multimodal transport, starting in Geneva in November this year.

3. Charter Parter lay-time definitions

It appeared that comments had been received from the Maritime Law Associat-
4. Reports from International Sub-Committees and Working Groups

4.1. Sea Terminals
Mr. Ramberg informed that this project is still in the preliminary stage. UNIDROIT had prepared a text to a draft international convention on the subject of "International terminal operators". Presently, standard terms were being collected in co-operation with the International Association of Ports and Harbours (IAPH). When this material will become available the Working Group under the present presidency of Dr. Enge, Bremen, will be activated.

4.2. Towing
This subject had been separated from the subject of salvage. The President of the CMI Working Group, Mr. Claes Palme, Stockholm, had dispatched a questionnaire to the National Associations. Some answers had been received and a report would be made in due course.

4.3. Expert evidence
This project, headed by Mr. A. Boal, New York, had - viewing from the numerous replies to his questionnaire - created quite an interest in the Maritime Law Associations. When the material had been compiled it would be quite suitable for a CMI publication.

4.4. Legal effects of changed economic conditions in maritime contracts
Mr. Ramberg reported that he had intentionally refrained from burdening the Maritime Law Associations with a further questionnaire at this time. In addition, he closely followed a similar project within the International Chamber of Commerce where "model" force majeure and hardship clauses in commercial contracts were presently under consideration. A questionnaire will be prepared and sent to the Maritime Law Associations in due course.

4.5. Collisions
Subsequently to the elaboration of the Rio draft text to an international

4. Rapports reçus des commissions et des groupes de travail

4.1. Embouchures
M. Ramberg a fait savoir que ce projet est toujours au stade préliminaire. UNIDROIT a préparé le texte d'un projet de convention internationale concernant les "terminal operators international". On s'emploie, à l'heure actuelle, en collaboration avec l'International Association of Ports and Harbours (IAPH), à réunir les différentes conditions générales de la navigation. Lorsque celles-ci seront disponibles, les activités du groupe de travail, présidé actuellement par le Dr Enge de Brême, pourront être poursuivies.

4.2. Remorquage
Ce sujet a été dissocié du sujet "sauvetage". Le président du groupe de travail du CMI, M. Claes Palme de Stockholm, a distribué un questionnaire aux Associations Nationales. Plusieurs réponses ont été reçues et un rapport suivra en temps utile.

4.3. Preuve par experts
A en juger par l'abondance des réponses, il semble que ce projet, dont la responsabilité incombe à M. Boal de New York, a suscité un intérêt certain parmi les Associations Nationales. Lorsque le matériel aura été rassemblé, il pourrait utilement figurer parmi les publications du CMI.

4.4. Effets juridiques des changements dans les conditions économiques sur les contrats maritimes
M. Ramberg a informé le Conseil Exécutif de ce qu'il s'était intentionnellement abstenu d'accabler en ce moment les Associations Nationales de Droit Maritime d'un nouveau questionnaire. Par ailleurs, il a suivi de prêts un projet similaire de la Chambre de Commerce Internationale qui a mis à l'étude la rédaction de clauses d'usage général traitant de force majeure et de "hardship". Un questionnaire sera distribué aux Associations Nationales de Droit Maritime en temps opportun.

4.5. Abordage
Puisant suite à l'élaboration du projet de texte de Rio pour une
convention dealing with jurisdiction, choice of law, and recognition and enforcement of judgments in matters of substance relating to collisions had been referred for study under the leadership of professor Nicholas J. Healy, New York. A report will be made in due course.

4.6. General Average

The President of the committee charged with the subject of general average, Mr. Charles Goldie, London, had prepared a draft letter with questions to the National Associations. The primary purpose of the study, as directed by the Executive Council, was to investigate how the Hamburg Rules would affect general average. It was suggested to appoint a Working Group consisting of one general average adjuster, two shipowners, two shippers, one cargo insurer, one hull insurer and one P&I-insurer with a view to objectively study and report on the subject.

4.7. Time bare

Mr. Pineus reported that quite a few answers had now been received and that he would be assisted in the compilation of the material by two law students who were presently preparing a thesis on the subject under the tutelage of Jan Ramberg. It appeared that a CMI publication on the subject of time bare would serve a useful purpose. Hopefully, the study might be ready in time for the next CMI Assembly.

4.8. Marine insurance

Mr. Ramberg reported on his contacts with representatives of IUMI for the purpose of exploring the feasibility of a joint CMI/IUMI Seminar on marine insurance. The Executive Council requested Mr. Ramberg to write to the President of IUMI asking him to appoint two representatives to a joint working group with the CMI on this subject. The terms of reference for the working group should be to suggest how such a Seminar could be implemented leaving further decisions to the appropriate bodies within the CMI and IUMI. The representatives of the CMI would be, in addition to Dr. Remé, Hamburg, a marine underwriter from the UK. The Executive Council requested Mr. Ramberg to write to the IUMI President and to keep Dr. Remé duly informed.

4.9. Study on sale of ships

The Executive Council thought that the study should not be one of the priority subjects, and that therefore no questionnaire should be sent to the National Associations for the time being.

4.6. Avarie commune

Le président de la commission chargée de mener les travaux concernant l'avarie commune, M. Charles Goldie, de Londres, a rédigé un projet de latto-questionnaire à l'intention des Associations Nationales. Lebut original de l'étude, comme l'avait exprimé le Conseil Exécutif, était d'examiner en détail comment les Règles de Hambourg influence-raient l'avarie commune. Il a été suggéré de désigner d'abord un groupe de travail qui serait composé d'un déchargeur, de deux marins, de deux chargers, d'un assureur faculté, d'un assureur corps et d'un assureur P & I, afin que l'étude et le rapport soient faits en toute objectivité.

4.7. Prescription

M. Pineus a fait savoir qu'un bon nombre de réponses avait été reçu et que deux étudiants qui préparent leur thème sur cette question, sous la tutelle de M. Jan Ramberg, l'assista-raient dans la préparation des textes. Il serait peut-être utile de repren dre ce sujet dans une publication CMI. Il est à espérer que l'étude actuelle sera prêtée à temps pour la prochaine assemblée du CMI.

4.8. Assurances maritimes

M. Ramberg a fait rapport de ses contac ts avec les représentants de l'UIAM afin d'explorer les possibilités d'un séminaire combiné CMI/UIAM sur l'assurance maritime. Le Conseil Exé cutif a demandé à M. Ramberg d'écrire au président de l'UIAM en le priant de nommer deux représentants pour la constitution d'un groupe de travail combiné avec le CMI concernant cette question. Pour ce groupe de travail il s'agira de faire des suggestions en vue de la réalisation d'un pareil séminaire, tout en lignet les décisions ultérieures à la discrétion des instances appropriées du CMI et de l'UIAM. En plus du Dr Remé de Hambourg, il y aurait parmi les représentants du CMI un assureur maritime du Royaume-Uni. Le Conseil Exécutif a prié M. Ramberg d'écrire au président de l'UIAM et de tenir le Dr Remé au courant du suivi.

4.9. Étude sur la vente de navires

Le Conseil Exécutif a estimé qu'il ne faut pas accorder de priorité à l'étude de cette question et qu'en conséquence, à l'heure actuelle, il ne sera pas adressé de questionnaire aux associations nationales.
4.10. Applicable law in maritime disputes

This subject was suggested by Mr. Müller as a possible CMI subject.
Mr. Voeck informed the President that professor Sjur Braekhus of Oslo had recently made a study on the subject which could constitute a good "point of departure" for the CMI. Mr. Rein undertook to send copies of this study to the members of the Executive Council.

5. Seminar in Venezuela

The President reported that the Maritime Law Association of Venezuela asked the CMI to sponsor a seminar which will take place in Venezuela the first week of January 1980. The Executive Council thought that, as a matter of principle, the CMI should not appear as sponsor for seminars other than those organised by the CMI itself. It was however agreed that the CMI should give its support to the Seminar which was considered a means to develop the knowledge and understanding of international maritime law in Latin America. It was also agreed that notice of the Seminar should be given in the next CMI NEWS LETTER.

6. Seminar on the Hamburg Rules in Argentina

The President informed the Executive Council that the Maritime Law Association of Argentina had approached him with a view to obtaining the sponsorship of the CMI in the organisation of a seminar on the Hamburg Rules which would take place in September/October 1980. The Executive Council decided that the CMI should give its support and cooperation in organising the Seminar notice of which should also be given in the next News Letter.

7. Request for temporary membership by a Manila law firm

An application for temporary membership had been made by the firm of BITO, MIZA & LOZADA of Manila. Mr. Voeck was request to come to them and ask whether they subsequently intended to form a National Maritime Law Association. If so, the Executive Council was prepared to recommend to the CMI Assembly that they be accepted as temporary members pending the creation of such a maritime law association.

8. Maritime Legislation in the Far East

The President informed that he had been in touch with the Economic and Social Commission for Asia and the Pacific of the United Nations which had approached him in order to find out whether the CMI would be prepared to assist in the preparation of maritime legislation in countries such as Singapore, Sri Lanka, Indonesia, the Philippines and Thailand. The Executive Council discussed how and to what extent the CMI as such could assist. In any event, this was considered an extremely important task for the CMI although, in view of the financial resources and "legal manpower" required for such a scheme, the CMI's role would eventually be aborded by the CMI.

M. Rein has mentioned to the President that professor Sjur Braekhus of Oslo had recently made a study on the subject which could constitute a good "point of departure" for the CMI. M. Rein undertook to send copies of this study to the members of the Executive Council.

7. Séminaire au Vénézuela

Le Président a avisé que l'Association de Droit Maritime du Vénézuela a demandé que le CMI accorde son parrainage à un séminaire qui aura lieu au Vénézuéla au début du mois de janvier 1980. Le Conseil Exécutif a estimé que le CMI ne pourrait parrainer des séminaires que ceux qu'il organise lui-même et que c'était là une question de principe. Toutefois, on a accepté que le CMI accorderait son appui au séminaire précité qui a été considéré comme un moyen de développer la connaissance et la compréhension du droit maritime international dans le pays de l'Amérique latine. En outre, le séminaire sera annoncé dans le prochain numéro de la CMI NEWS LETTER.

6. Séminaire en Argentine sur les Règles de Hambourg

Le Président a informé le Conseil Exécutif que l'Association Argentine de Droit Maritime l'avait approché en vue d'obtenir le parrainage du CMI dans l'organisation d'un séminaire sur les Règles de Hambourg qui devrait avoir lieu en septembre/octobre 1980. Le Conseil Exécutif a décidé que le CMI accorderait son appui et sa collaboration pour la réalisation de ce séminaire, qui devrait également être annoncé dans le prochain numéro de la CMI NEWS LETTER.

7. Demande d'acceptation en qualité de membre provisoire, de la part d'une firme d'avocats de Manille

Une demande d'acceptation en qualité de membre provisoire a été reçue de la firme BITO, MIZA et LOZADA de Manille. M. Voeck a été prié d'écrire à cette firme et de lui demander si, par la suite, elle avait l'intention de former une association nationale de droit maritime. Dans l'affirmative, le Conseil Exécutif sera disposé à recommander à l'Assemblée du CMI qu'elle soit acceptée en qualité de membre provisoire, en attendant la création d'une pareille association de droit maritime.

8. Législation maritime en Extrême-Orient

Le Président a fait part de ce qu'il avait été en rapport avec la Commission économique et sociale pour l'Asie et le Pacifique des Nations Unies, qui l'avait approché pour savoir si le CMI serait disposé à préter son concours à la préparation de la législation maritime dans les pays tels que Singapour, Sri Lanka, l'Indonésie, les îles Philippines et la Thaïlande. Le Conseil Exécutif a alors discuté la question de savoir comment et dans quelle mesure le CMI pourrait apporter son aide. De toute façon, il s'agissait d'une tâche extrêmement importante pour le CMI, bien que, compte tenu des ressources
necessarily have to be of a supervisory character. However, provided the necessary funds could be raised by the United Nations - or possibly foundations directed towards aid of developing countries - a group of CMI experts could be sent for preliminary discussions to the countries mentioned. The Executive Council requested the President and Mr. Birch Reanrdson to study the best manner to meet the request and to prepare a preliminary document that should be sent to the Economic and Social Commission for Asia and the Pacific.

9. SDR Protocols

Mr. Voet informed that the diplomatic conference on the subject of adding SDR Protocols to maritime law conventions had been scheduled for 19-21 December this year. Mr. Schultz kindly accepted to attend the conference as expert consultant for the CMI.

10. Next meeting of the Executive Council

The next meeting of the Executive Council was provisionally set to Friday, 14 December. If that meeting will take place, the agenda for the CMI Assembly 1980 will be prepared by the meeting. Otherwise, the agenda would be prepared by the President in cooperation with Mr. Ramberg and Mr. Voet.

11. Next Assembly

The Executive Council decided that the CMI 1980 Assembly would take place in Brussels 28-29 March.

12. Next CMI Conference

Mr. Hyndman extended the invitation to the CMI from the Canadian Maritime Law Association to host the CMI Conference in Montreal in September 1981. The Executive Council accepted this invitation and asked Mr. Hyndman to convey its thanks to the Canadian Maritime Law Association. However, since salvage will become the main subject for the Conference and time was of great importance, Mr. Hyndman was kindly requested to explore whether the Conference could take place earlier than now suggested.

13. Administrative matters

The Executive Council agreed to a sum of 200,000 Belgian francs as compensation to the Secretary General Executive for his expenses incurred for his secretariat in Stockholm.

Mr. Voet requested authority to negotiate with the Canadian Law Association what costs should be borne by the CMI in connection with the Montreal CMI Conference. The Executive Council considered that a first budget should be prepared. If possible, all conference costs should be covered by the registration fees.

Editor's notes:

After the meeting of the Executive Council two changes have been decided in respect of the decisions mentioned.

9. Protocoles D.T.S.

M. Voet a fait part de ce que la conférence diplomatique devant traiter de la question des Protocoles D.T.S. à ajouter à des conventions de droit maritime aurait lieu du 19 au 21 décembre prochain. M. Schultz a bien voulu accepter d’assister à cette demande en qualité d’expert-conseil pour le CMI.


11. Prochaine Assemblée

Le Conseil Exécutif a décidé que la réunion statutaire de l’Assemblée du CMI pour 1980 aurait lieu à Bruxelles les 28 et 29 mars.

12. Prochaine Conférence du CMI

M. Hyndman a présenté au CMI l’invitation de l’Association Canadienne de Droit Maritime d’accueillir la Conférence du CMI à Montréal en septembre 1981. Le Conseil Exécutif a accepté cette invitation et a prié M. Hyndman de transmettre ses remerciements à l’Association Canadienne de Droit Maritime. Toutefois, comme le "sauvetage" deviendra le principal sujet traité à la Conférence et comme le temps presse, M. Hyndman a été prié de rechercher si la date proposée ne pouvait pas être avancée.

13. Questions administratives

Le Conseil Exécutif a décidé qu’il soit versé une somme de 200,000 francs belges au Secrétaire Général Exécutif à titre de compensation pour les frais de son secrétariat à Stockholm.

M. Voet a demandé d’être autorisé à entamer des négociations avec l’Association Canadienne de Droit Maritime à propos du montant des dépenses que le CMI pourrait être appelé à supporter en rapport avec la Conférence du CMI à Montréal. Le Conseil Exécutif a décidé d’avoir qu’il convenait qu’un préalable soit établi un budget. Tous les frais de la Conférence devraient, autant que possible, être couverts par les droits d’inscription.

Notes de l’éditeur:

Après la réunion du Conseil Exécutif deux modifications sont intervenues
under the items 10 and 12 above. There will be no meeting of the Executive Council on 14 December, 1979 and the
CMI International Conference at Montreal will be held from 24 May to 29 May, 1981.

The Revision of Incoterms

New transport technologies, new documentary practices and automatic data processing
techniques have had a considerable impact on trade terms. The International
Chamber of Commerce (ICC) has introduced a set of definitions of trade terms,
known as Incoterms. The present version is datable with additions 1967
(the so called "delivered" terms) and 1976 (the "FOB Airport" terms). The
commonly used trade terms FOB and CIF are, of course, contained in Incoterms.
As they were developed before the turn of the century they quite naturally
attach the dividing line between the seller's and the buyer's functions, costs
and risks to the ship's rail. It does not require much imagination - or even
knowledge of the Hamburg Rules - to understand that a tremendous change has
occurred since then. In modern liner
trade, the point at which the carrier accepts the goods for carriage does not
coincide with the ship's rail and
where cargo is prepared before shipment
in units - such as containers, flats,
pallets etc - the ship's rail becomes
wholly unrealistic as a dividing line
between seller and buyer. In a sense, this is also evidenced by modern
transport documentation. The onboard
bill of lading - and even the bill of
lading as a negotiable document for
maritime carriage - is to a
increasing extent replaced by received
for shipment bills of lading, non
negotiable cargo receipts, liner way
bills, data freight receipts and the
like. Investigations presently take
place in order to explore whether or
not transport documents could be replaced
altogether by automatic data processing

Needless to say, sellers and buyers
should have an option to choose a trade
term which does not require them to use
a document which simply does not exist
any longer in the trade. A seller who
has promised to present to the buyer an
onboard bill of lading under C&F or CIF
terms may find himself in great
difficulty if the sea carrier or multi
modal transport operator has introduced
a system of received for shipment
documents of a non negotiable type.
The buyer may then refuse to instruct a
bank who has opened up a documentary
credit in the seller's favour to accept
any of those documents. He might even
cancel the contract when, owing to a
fall of the market or otherwise, this
appears favourable to him. Furthermore,
enterprises engaged in a trade
of export or import transactions every
day may find it difficult or, in any
event, too expensive to achieve the
cost distribution under the various
trade terms by the traditional
interpretation of the terms which are
frequently too vague to give a precise
guidance. In order to satisfy the need
for a rationalization of this cost
distribution procedure a system known
as Combiterms has been elaborated
(authors: J. Ramberg and A. Holtz) which
is presently used on a rather extensive
scale in some intra-European trades.
The Combiterms system contains cost
units attached to each trade term and
by means of a codification of the trade
terms and the cost units the system
has been adapted to computerization.
In November 1977, the ICC deemed it
necessary to study the above mentioned
problems in depth and entrusted
professor Jan Ramberg with this task.
His report (ICC document no. 1/29/83)
was submitted in October 1978 and, on
the basis of the report, draft texts
to new and amended terms have been
prepared by a Working Party within the
ICC and circulated to the National
Committees of the member countries.
In his report, Professor Ramberg under
lines the danger of status quo which
would leave merchants using Incoterms
without the possibility of a proper
choice in the frequent cases where,
according to the circumstances, the
deviding line between their functions,
costs and risks cannot any longer be
placed at the ship's rail. At first sight,
it would seem natural to change
the present definitions of FOB, C&F
and CIF either by surrendering the
traditional "critical point" - the
ship's rail - altogether or, at least,
in cases where it is known that the
cargo will be prepared for shipment or
taken in charge by the carrier in
advance. However, the traditional trade
patterns still continue to exist in
many parts of the world and it is felt
that confusion would arise if, according
to the circumstances, trade terms
in maritime carriage could be interpreted
differently in different situations.
Hence, it would seem to be better to
leave them basically unchanged but to
introduce new basic trade terms which
could be used whenever need arises.
One of these new trade terms has been
called "Free Carrier... (named point)",
"FRC". When using this term, merchants
could refer to another point than the
ship's rail, for instance a particular
cargo shed in the sea port or some
inland point where the cargo has been
received by the ocean carrier, the
multimodal transport operator or a
domestic inland carrier. The
suggested text for the new terms
would be no
requirements to present a particular
transport document - such as an onboard
bill of lading. Reference is only made
to what is customary. Every effort has
been made to provide an entirely flexible
type of trade term which could be
mentioned Acts do not apply to the following territories:
The Bailiwick of Jersey
The Bailiwick of Guernsey
The Isle of Man
Bermuda
British Indian Ocean Territory
Gibraltar.

Next Assembly
The CMI 1980 ordinary Assembly will take place at the Palais d'Égmont, Brussels, on 26 and 29 March, 1980.

Diplomatic Conference
A diplomatic conference on SDR Protocols will take place in Brussels on 19, 20 and 21 December of this year, at the invitation of the Belgian Government. The draft protocols and the report have been published in the July issue of the CMI NEWS LETTER.

Next CMI International Conference
The next CMI International Conference will be held at Montreal from 24 May to 29 May, 1981, at the kind invitation of the Canadian Maritime Law Association.

Seminar in Venezuela
The Comité Marítimo Venezolano is organising with the support of the CMI a Seminar at Margarita Island, Venezuela on January 2nd - 6th 1980. The programme of this Seminar is as follows:

1. OIL POLLUTION
   Dr. NICHOLAS J. HEALY
   Professor of New York University, Former President of the Maritime Law Association of the United States.

2. RESPONSIBILITY OF THE SRA-CARRIER FROM HAGUE RULES TO HAMBURG RULES
   Dr. ERLING CHR. SELVIG
   Professor of the University of Oslo.

3. CARGO CLAIMS, DELAY AND TIME BAR EFFECTS
   WILLIAM TEFFLEY O.C.
   Professor of McGill University, Montreal.

4. COLLISIONS
   Dr. NICHOLAS J. HEALY
   Professor of the University of Edinburgh.

5. GENERAL AVERAGE
   Dr. KAJ PINNUS
   Honorary President of the Swedish Maritime Law Ass., Gothenburg, Honorary Vice-President of the Comité Maritime International.

6. SALVAGE
   SIR JOHN FRANCIS DONALDSON
   Judge of the Queen's Bench Division, Vice-President of the British Maritime Law Ass., London.

Seminar in Argentina
The Maritime Law Association of Argentina is organising with the support of the CMI a Seminar at Buenos Aires on the Hamburg Rules which would take place in September/October 1980.

Convention, notifiant que les actes précités ne sont pas applicables aux territoires suivants:
Bailliage de Jersey
Bailliage de Guernsey
Ile de Man
Bermudes
Territoire britannique de l'Océan Indien
Gibraltar.

La prochaine Assemblée

Conférence diplomatique
Une conférence diplomatique concernant les Protocoles DT5 aura lieu à Bruxelles les 19, 20 et 21 décembre prochain, à l'invitation du Gouvernement Belge. Les projets de protocoles ainsi que le rapport ont été publiés dans le numéro de juillet du CMI NEWS LETTER.

Prochaine Conférence Internationale CMI
La prochaine Conférence Internationale du CMI aura lieu à Montréal du 24 au 29 mai 1981, à l'aimable invitation de l'Association Canadienne de Droit Maritime.

Séminaire au Venezuela
Le Comité Marítimo Venezolano organise, en collaboration avec le CMI, un séminaire à Margarita Island, Venezuela, du 2 au 6 janvier 1980. Le programme de ce séminaire est le suivant:

7. CHARTERPARTIES
   HANS-PETER MICHELET
   Supreme Court Lawyer, Norwegian Shipowners Association.

8. HYPOTHECS AND MORTGAGES
   Dr. JOSE DOMINGO RAY
   Professor of Buenos Aires' University, President of the Argentinean Maritime Law Association.

9. MULTIMODAL TRANSPORT
   Prof. JAN RAMBERG
   Professor of the University of Stockholm.

10. MARINE INSURANCE: P&I CLUBS AND NULL UNDERWRITERS
    Dr. JOSE DOMINGO RAY

11. FEASIBILITY OF AN Ibero-AMERICAN UNIFORM MARITIME CODE
    Dr. LUIS COVA ARRIA
    Professor of the Central University of Venezuela, President of the Venezuelan Maritime Law Association.

Séminaire en Argentine